

MODEL CONTRACT
FOR
EMERGENCY SHELTER OPERATIONS AND SERVICE
FOR
PROGRAM A: EMERGENCY SHELTER OPERATIONS AND SERVICES
FOR INDIVIDUALS, FAMILIES AND SURVIVORS
PROGRAM B: EMERGENCY SHELTER OPERATIONS AND SERVICES
FOR TRANSITIONAL AGE YOUTH



MODEL CONTRACT
FOR
EMERGENCY SHELTER OPERATIONS AND SERVICE

This Model Contract for Emergency Shelter Operations and Service (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”), and TBD, a California Nonprofit Corporation (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – County of Orange Standards of Care

Exhibit 1 – Homeless Service System Pillars Attestation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Emergency Shelter Operations and Service under a usage Contract; and,

WHEREAS, County solicited Contract for Emergency Shelter Operations and Service as set forth herein, and Contractor represented that it is qualified to provide Emergency Shelter Operations and Service to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Emergency Shelter Operations and Service to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in the Budget and Payments Section, also in Attachment A, attached hereto; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Emergency Shelter Operations and Service with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

REFERENCED CONTRACT PROVISIONS

Term: **January 1, 2027 through June 30, 2028**
 Period 1: January 1, 2027 through June 30, 2027
 Period 2: July 1, 2027 through June 30, 2028

Maximum Obligation: \$2,792,246
 Period 1: \$830,000
 Period 2: \$1,962,246

Basis for Reimbursement: Actual Costs

Payment Method: Arrears

Contractor's Tax ID Number: To be determined

Contractor's DUNS Number: To be determined

Contractor's Unique Entity Identifier Number: To be determined

Notices to County and Contractor:

County: County of Orange/CEO
County Procurement Office
400 West Civic Center, 5th floor
Santa Ana, CA 92701
CEOcarecoordination@ocgov.com

Contractor: Provider Name
Provider Address
Provider Address
Provider Phone
Provider Email Address

FEDERAL CONTRACT PROVISIONS

- 1. Contractor's UEI Number:**
- 2. Federal Award Identification Number (FAIN):**
- 3. Federal Award Date:**
- 4. Amount of Federal Funds Obligated by this Action:**
 - a. **Period 1:** \$830,000
 - b. **Period 2:** \$1,962,246
- 5. Total amount of Federal Funds Obligated including this Action:**
- 6. Total amount of Federal Award committed to subrecipient:**
- 7. Federal award project description, as required to be response to the Federal Funding Accountability and Transparency Act (FFATA):** Continuum of Care Program: Continuum of Care Planning Grant and Coordinated Entry System Grant
- 8. Name of Federal awarding agency, pass-through entity, and contact information forwarding official of pass-through entity:** U.S. Department of Housing and Urban Development (HUD)
- 9. Assistance Listings number and Title:** 14.267 Continuum of Care (CoC) Program
- 10. Identification of whether the award is R&D:** Not applicable. This was not a Research & Development Contract

11. Indirect cost rate for the Federal award (including if the de minimis rate is charged) – 10%
at Contract Award

12. Federal program requirements: Continuum of Care Program (24 CFR part 578)

13. Federal cross-cutting requirements: Uniform Administrative Requirements (2 CFR Part 200),
Labor Standards, Economic Opportunities – Section 3 (24 CFR Part 75)

14. Pass-through entity requirements:

Contract, Paragraph 6. Cost Report.

Contract, Paragraph 16. Inspection and Audits.

Attachment A of Contract, Scope of Work

15. Period of Retention – All records pertaining to each fiscal year of Continuum of Care Program funds must be retained for the greater of five (5) years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

- A. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for five (5) years after the expenditure of all funds from the grant under which the program participant was served;
- B. Where Continuum of Care funds are used for the acquisition, new construction, or rehabilitation of a project site, records must be retained until 15 years after the date that the project site is first occupied, or used, by program participants.

Additional Contract References: Contract, Paragraph 25. Records Management and Maintenance

16. Access to Records:

- A. **Federal Government rights.** Notwithstanding the confidentiality procedures established under [paragraph \(b\)](#) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the Continuum of Care grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- B. **Public rights.** The recipient must provide citizens, public agencies, and other interested parties with reasonable access to records regarding any uses of Continuum of Care funds the recipient received during the preceding 5 years, consistent with State and local laws regarding privacy and obligations of confidentiality and confidentiality requirements in this part.

Additional Contract References: Contract, Paragraph 16. Inspection and Audits.
Contract, Paragraph 25. Records Management and Maintenance

17. Confidentiality:

- A. In addition to meeting the specific confidentiality and security requirements for HMIS data, the recipient and its subrecipients must develop and implement written procedures to ensure:
1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential;
 2. The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project; and
 3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality.

18. Closeout Terms and Conditions:

Contract, Paragraph, 6. Cost Report

Contract, Paragraph, 11. Equipment

Contract, Paragraph, 16. Inspections and Audits

Contract, Paragraph, 25. Records Management and Maintenance

Contract, Attachment A., Scope of Work

The Contractor's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Contractor has control over CoC funds, including program income.

I. GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

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

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless

authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed scope of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with

the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment,

materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

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

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

17. Force Majeure:

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

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall

defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

21. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

22. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

23. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

24. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation,

including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

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

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

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

25. Contingency of Funds:

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

26. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

27. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

II. INDEMNIFICATION AND INSURANCE PROVISIONS

28. Indemnification

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

shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

29. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

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

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

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

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation

may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

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

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

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

30. Commercial General Liability

Minimum limits and coverage

\$1,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage Forms

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

Required Endorsements

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

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

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

31. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage Forms

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

32. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state *As Required by Written Contract*.

33. Employers Liability Insurance

Minimum limits and coverage

\$1,000,000 per accident or disease

34. Professional Liability

Minimum limits and coverage

\$1,000,000 per claims-made or occurrence; \$1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

35. Sexual Misconduct

Minimum limits and coverage

\$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

III. ADDITIONAL TERMS AND CONDITIONS

36. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Emergency Shelter Operations and Service from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

37. Term of Contract:

The initial term of this Contract shall become effective January 1, 2027 and shall continue through June 30, 2028, unless otherwise terminated as provided herein.

38. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one-year periods. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

39. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

40. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

41. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- C. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

42. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

43. Conflict of Interest – Contractor’s Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

44. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

45. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

46. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

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

47. Contractor Personnel – Reference Checks:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

48. Contractor's Expense:

The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

49. Contractor Personnel – Uniform/Badges/Identification:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Procurement Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

50. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

51. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

52. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

53. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

54. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

55. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

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

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

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

56. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - 1. Will receive a copy of the company's drug-free policy statement; and
 - 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
 - 1. Contractor has made false certification, or
 - 2. Contractor violates the certification by failing to carry out the requirements as noted above.

57. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

58. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

59. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

60. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

61. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

62. News/Information Release:

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

63. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

64. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

65. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

66. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

67. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

68. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

69. Mandatory Kick-Off Meeting:

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

70. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

71. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

72. Notices:

Contractor:	Populated upon award.
Attn:	Populated upon award.
Address:	Populated upon award.
Phone:	Populated upon award.
Email:	Populated upon award.

County's Project Manager: County Executive Office - Office of Care Coordination	
Attn:	Zulima Lundy, Director of Operations
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	714-834-6805
Email:	zulima.lundy@ceo.oc.gov

cc: County Executive Office - Office of Care Coordination/Procurement Services	
Attn:	Eric Axe, County DPA
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-7273
Email:	eric.axe@ceo.oc.gov

IV. BUSINESS ASSOCIATE AGREEMENT**1. Obligations and Activities of Contractor as Business Associate Additions**

- A. If Contractor receives Social Security data from County provided to County by a state agency, upon request by County, Contractor shall provide County with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.
- B. Contractor will notify County if Contractor is named as a defendant in a criminal proceeding for a violation of Health Insurance Portability and Accountability Act (HIPAA). County may terminate

the Contract if Contractor is found guilty of a criminal violation in connection with HIPAA. County may terminate the Contract if a finding or stipulation that Contractor has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which Contractor is a party or has been joined. County will consider the nature and seriousness of the violation in deciding whether or not to terminate the Contract.

- C. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the Contract, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- D. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the HIPAA regulations and other applicable laws relating to the security or privacy of Protected Health Information (PHI). Upon County's request, Contractor agrees to promptly enter into negotiations with County concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event:
 - 1. Contractor does not promptly enter into negotiations to amend this Business Associate Contract when requested by County pursuant to this Section; or
 - 2. Contractor does not enter into an amendment providing assurances regarding the safeguarding of PHI that County deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

2. **Security Rule Additions**

- A. Contractor shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.
- B. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. Contractor will provide County with its current and updated policies upon request.
- C. Contractor shall ensure the continuous security of all computerized data systems containing electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall protect paper documents containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. These steps shall include, at a minimum:
 - 1. Complying with all of the data system security precautions listed under the Section titled "Data Security Requirements," below;

2. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of County;
 3. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;
- D. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with County.

3. **Data Security Requirements**

A. Personal Controls

1. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of County in connection with Contract, or access or disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Contract.
2. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Contractor's privacy policies and procedures, including termination of employment where appropriate.
3. **Confidentiality Statement.** All persons that will be working with PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following the termination of the Contract.
4. **Background Check.** Before a member of the workforce may access PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. **Workstation/Laptop encryption.** All workstations and laptops that store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County.

2. **Server Security.** Servers containing unencrypted PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. **Minimum Necessary.** Only the minimum necessary amount of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County required to perform necessary business functions may be copied, downloaded, or exported.
4. **Removable media devices.** All electronic files that contain PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf County must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of Contractor’s locations to another of Contractor’s locations.
5. **Antivirus software.** All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
6. **Patch Management.** All workstations, laptops and other systems that process and/or store PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
7. **User IDs and Password Controls.** All users must be issued a unique user name for accessing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (punctuation symbols)
8. **Data Destruction.** When no longer needed, all PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Other methods require prior written permission by County.

9. System Timeout. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
10. Warning Banners. All systems providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
12. Access Controls. The system providing access to PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission encryption. All data transmissions of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County outside the secure internal network must be encrypted using a Federal Information Processing Standards (FIPS) 140-2 certified algorithm which is 128bit or higher, such as Advance Encryption Standard (AES). Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.
14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. Log Reviews. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Control

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Contract for more than 24 hours.
2. Data Backup Plan. Contractor must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department of Health Care Services (DHCS) PHI or Personal Information (PI) should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and County (e.g. the application owner) must merge with the DRP.

E. Paper Document Controls

1. Supervision of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must be disposed of through confidential means, such as cross cut shredding and pulverizing.
4. Removal of Data. PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County must not be removed from the premises of the Contractor except with express written permission of County.
5. Faxing. Faxes containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. Mailing. Mailings containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.

4. **Prohibited Uses and Disclosures**

- A. Contractor shall not disclose PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County about an individual to a health plan for payment or

health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

- B. Contractor shall not directly or indirectly receive remuneration in exchange for PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, except with the prior written consent of County and as permitted by 42 USC § 17935(d)(2).

5. Personal Information Privacy and Security Contract

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. Definitions:

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the County or DHCS, received by Contractor from the County or DHCS or acquired or created by Contractor in connection with performing the functions, activities and services specified in the Contract on behalf of the County.
5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.
6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.
8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).
9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Contract; or interference with system operations in an information system that processes, maintains or stores PI.

B. DHCS PI and PII Uses and Disclosure:

1. Permitted Uses and Disclosures of DHCS PI and PII by Contractor. Except as otherwise indicated in these terms and conditions, Contractor may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the County pursuant to the terms of the Contract provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the County.

2. Responsibilities of Contractor.

Contractor agrees:

- a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.
- b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. Contractor will provide County with its current policies upon request.
- c. Security. Contractor shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. Contractor shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:
 - i. Complying with all of the data system security precautions listed in the Section titled "Data Security Requirements" of the Business Associate Contract; and
 - ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
 - iii. If the data obtained by Contractor from County includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any of Contractor's agents or subcontractors, to whom Contractor provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of DHCS PI or PII by Contractor or its subcontractors in violation of this Personal Information Privacy and Security Contract.
- e. Contractor 's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom Contractor subcontracts any activities under the Contract that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.
- f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Contractor receives DHCS PII, upon request by County and/or DHCS, Contractor shall provide County and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. Cooperation with County. With respect to DHCS PI, to cooperate with and assist the County to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).
- h. Breaches and Security Incidents. During the term of the Contract, Contractor agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. Contractor agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with the Section titled "Breach Discovery and Notification," of the Business Associate Contract to the Contract.
- i. Designation of Individual Responsible for Security. Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the County.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Provider Name,

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Procurement Agent			
Signature	Name	Title	Date

Approved as to form:
County Counsel

Deputy			
Signature	Name	Title	Date

ATTACHMENT A – SCOPE OF WORK

1. TARGET POPULATION

Program A: Individuals experiencing homelessness as defined by adult (aged 18 years or older) only households. Families experiencing homelessness as defined by households with at least one adult (aged 18 years or older) and either, at least one minor child (aged 0 to 17), or have one pregnant woman, or is an adult only household in the process of reunification with at least one minor aged child.

Program B: Transitional Age Youth (TAY) as defined by unaccompanied individuals ages 18-24. This may include Adult Only Households and Families, so long as the head of household is TAY and there are no other adults in the household older than 24 years of age.

Each component of the Emergency Shelter Operations and Services Program will serve people who meet the Homeless Emergency Assistance and Rapid Rehousing Transition to Housing (HEARTH) Act of 2009 definition of homelessness and categories as defined in 24 CFR Parts 91, 582 and 583:

Category 1: Literally Homeless: Individual or family who lacks a fixed, regular and adequate nighttime residence meaning:

- A. An individual or family with a primary night-time residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings; or
- B. An individual or family living in a publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels or motels paid for by charitable organizations or by federal, state and local government programs); or
- C. An individual who is exiting an institution where she or he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 4: Fleeing/Attempting to Flee Domestic Violence: Any individual or family who:

- A. Is fleeing, or attempting to flee, domestic violence, dating violence, sexual assault stalking or other dangerous or life-threatening conditions that relate to violence against the individual or family member, including a child, that has either taken place within the individual's or family's primary nighttime residents or has made the individual or family afraid to return to their primary nighttime residents;
- B. Has no other residence; and
- C. Lacks the resources or support networks (e.g., family, friends, faith-based or other social networks) to obtain other permanent housing.

In the Orange County Continuum of Care (CoC), shelter and housing programs, and supportive services, are often targeted by household type and subpopulation. The following are some additional definitions as they relate to this RFP:

- A. Survivors of Domestic Violence (Survivors) refers to both individuals and families who meet Category 4 of homelessness.

2. SERVICES TO BE PROVIDED

Emergency shelters are facilities that provide safe, temporary shelter services for the homeless population in general or for specific segments of the homeless population (i.e., men, women, families, individuals fleeing domestic violence). The goal of an emergency shelter program is to ensure a household's experience with homelessness is as brief as possible. Therefore, the length of a participant's stay should be short term and should be housing-focused with case management services targeted to helping program participants transition to permanent housing options/solutions as quickly as possible.

Emergency shelters should be designed to be low barrier by having minimal eligibility criteria required at program entry. Emergency shelters should be equipped to serve participants who may have extensive behavioral, physical or medical issues, and as a result, may face significant barriers to housing. This may require having extensive staffing to better support general management, case management and security services at the Program.

The Program will follow Housing First principles and incorporate evidenced-based approaches such as Motivational Interviewing, Progressive Engagement, trauma-informed care, harm reduction and risk management, to address barriers to housing and economic stability. The program is to be implemented in a manner that increases equitable service access across Orange County and in support of cultural competency.

A. Housing First Principles include:

1. Access to a program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services or other unnecessary conditions.
 2. Support services are available but are voluntary, participant-driven, individualized and flexible.
 3. Services are informed by a harm-reduction philosophy that recognizes that drug and substance use disorders are a part of some participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.
- B. Motivational Interviewing – Directive, participant-centered counseling style for eliciting behavior change by helping participants to explore and resolve ambivalence.
 - C. Progressive Engagement is flexible, targeted and efficient approach to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.
 - D. Trauma-Informed Care – Requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.
 - E. Harm Reduction – Policies, procedures and practices that aim to reduce the negative consequences of behaviors that are detrimental to the participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep

outside, etc.). In shelter settings, harm reduction is intended to prevent a participant's termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

- F. Cultural Competency – Considers cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation and to service delivery procedures and philosophies. Effective communication requires, at a minimum, the provision of service and information in appropriate language, at appropriate educational and literacy levels and in the context of the individual's cultural identity.

Below are the general requirements and program elements for the Emergency Shelter Operations and Services (ESOS) Program:

- A. The shelter's primary focus is to assist participants move to permanent housing as quickly as possible. Providers will facilitate and support progress and activities that support housing and housing navigation for participants. Services are participant-centered and organized to quickly route participants into housing opportunities or other long-term placement through supportive services, case management and housing placement services.
- B. Hours of operation: At a minimum, overnight shelter is required. Priority will be given to shelters with 24/7 support or, if not 24/7, then some degree of enhanced hours. This can be achieved by providing overnight shelter and day shelter services together (either directly or through partnerships).
- C. County of Orange Standards of Care for Emergency Shelters (Standards of Care): The Program will be required to execute all items within the Standards of Care. The Standards of Care are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based participant services, core organizational and administrative functions and facility design and operations. Please see Attachment D: Standards of Care Document for details.
- D. Partnerships and Collaborations: The establishment of partnerships to identify potential participants (i.e., homeless outreach programs, law enforcement) and to increase referrals/access to support services for physical health and disabilities, trauma support, mental health treatment and substance abuse treatment are required. Additional partnerships to assist with meeting basic participant needs (i.e., government benefit applications, food support, transportation, clothing and toiletries) are also encouraged.
- E. The program will assist participants experiencing homelessness in accessing the most appropriate services and resources across the System of Care, including behavioral health, healthcare, benefits and mainstream services, housing, navigating application and enrollment processes and providing advocacy and support as necessary.
- F. Referrals: Program will be required to receive referrals from the Coordinated Entry System (CES) if the shelter bed reservation system is established for the shelter's target population. If there is not

a bed reservation system established, Program must prioritize households experiencing chronic homelessness and/or the longest length of homelessness.

1. Programs must have an established mechanism to provide information on bed availability and accept referrals of eligible participants into this program. The Referral mechanism may include but is not limited to telephone and email.
- G. Intake and Assessment: Programs must work with street outreach teams, homeless service providers, and law enforcement to engage and enroll persons who would benefit from emergency shelter. It is expected that programs enroll participants quickly.
1. Program should provide ample time to engage participants and repeatedly engage with participants who are hesitant or unsure of engaging in homeless services. Program should also ensure that service engagement is voluntary, participant-centered and trauma-informed.
 2. Programs must conduct an assessment to determine the history of participation in other homeless service assistance programs and collection of needed demographic information from participants. Program 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 meet the participant's needs.
 3. Programs intake and assessment process should confirm program eligibility and maintain a record of appropriate documentation in support of the eligibility determination process.
- H. Provision of Essential Services: At a minimum, emergency shelter programs must provide a safe and habitable location and amenities including sleeping areas, storage of personal belongings, bathrooms, laundry, medical linkages as needed, and the scheduling of meals, showers and other personal services as needed.
- I. Housing-Focused Case Management: Programs must provide services to participants that support with locating permanent housing options that meet the participant's needs. The following case management activities must be made available to participants:
1. Program must create an Individualized Housing and Service Plan (IHSP), 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 IHSP should address specific needs and barriers to housing and track progress on established goals and milestones.
 2. Identification of housing opportunities: The program is expected to work with participants to understand their housing desires and needs and work with them to identify rental housing that would best meet their needs.
 3. Programs are required to have a network of resources for participant referrals and linkages through both formal and informal collaborations and partnerships. Collaborations and partnerships are a critical and required component of the Program. Proposers are encouraged to plan creatively to utilize existing community resources to provide program services. Proposers must be able to demonstrate partnerships with existing services, both internal to their own organization and within the broader community to best maximize the

use of existing resources, avoid duplication of services and expand options for those served. Networks must include the following resources:

- a. Physical Health Care
 - b. Mental Health Care
 - c. Substance Use Treatment
 - d. Benefits Support
 - e. Employment Services
 - f. Legal Services
 - g. Credit Counseling
 - h. Education
 - i. Transportation
 - j. Essential services that address the needs of specialized populations, including but not limited to transitional aged youth, seniors, victims of domestic violence, dating violence, sexual assault or stalking and veterans.
- J. Housing Navigation Services to support participants in identifying available housing units and connecting them to available housing resources. This includes strong collaboration and coordination with other homeless services providers, including those that actively participate in the Orange County Continuum of Care and non-traditional partners.
- K. Function as a CES Access Point to support participants in accessing Coordinated Entry System through the completion of an assessment, the collection of required documentation to verify length of homelessness, homelessness status and/or disabling condition. Program must actively participate in relevant Coordinated Entry System meetings and participate in case conferencing.
- L. Case conference, coordinate and collaborate with the other components of the System of Care, Orange County Continuum of Care and key stakeholders in the designated Service Planning Area (SPA) and countywide to employ a multi-disciplinary approach to assisting the participant in accessing services and/or programs. This will support in coordinating and monitoring other needs and engagement processes for the participant as well as measuring progress on the IHSP.
1. Services may first be provided to the participant while enrolled in another homeless service system program, including street outreach or emergency shelter. The participant may have several case managers at one point depending on the supportive services being accessed, as such the program is expected to work collaboratively with others for the benefit of the participants. The goal of the program is to ensure care coordination, continuity of services to ensure permanent housing and ongoing housing stability. The program is to participate in case conferencing and collaborate with other case managers providing services to the participant.
- M. Services will be recorded in the Homeless Management Information System (HMIS) in accordance with the adopted HMIS Policies and Procedures. This includes timely and appropriate data input in HMIS, including progress notes after each engagement and/or case management session with a participant. Respondents who are victim service providers will be required to utilize an HMIS comparable database and required to provide relevant data and reporting.
- N. Keep facility in a neat, clean, orderly, safe and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. Provision of janitorial services to clean and disinfect all areas of the facility including all areas utilized by

participants, shelter, multi-service center and office space and keep a schedule for regular facility maintenance and cleaning.

- O. On an annual basis, at minimum, solicit participant feedback to assess program operation changes to better support and meet the needs of participants and evaluate how to best meet the performance outcomes.

3. PERFORMANCE OBJECTIVES

The following performance measures will be a requirement of the Programs and will ensure a shelter flow that prioritizes participant housing goals and exits to permanent housing OPTIONS.

- A. Occupancy: Contractor will maintain an average occupancy of 90 percent or above.
- B. CES: Of the Participants enrolled in the program during the reporting period, 90 percent of participants will be connected to the CES within 30 days of program enrollment.
- C. Exits to permanent housing: A minimum of 20% of all participants exit to a permanent housing destination upon shelter program exit.
- D. Services: A minimum of 75 percent of all participants will engage in the development of an IHSP during their program enrollment. Service/housing plans to include housing, medical, behavioral health, benefits and/or employment services.
- E. Income: At minimum, 15 percent of participants will increase their income while enrolled in the Program.

4. STAFFING REQUIREMENTS

All personnel assigned to the performance of the services as part of these Programs will be closely evaluated by the County. Staff should demonstrate capacity to effectively implement the proposed project or program. Staffing should reflect diverse populations served, and at a minimum include English, Spanish and Vietnamese speaking personnel. Staff should demonstrate the ability to communicate effectively in both written and verbal formats, and the ability to problem solve effectively within the structure of the Program, the contract and budgetary parameters, as appropriate to their respective job descriptions.

Respondents must provide effective administrative management of the budget, staffing, recording and reporting. Responsibilities include but are not limited to the following:

- A. Designate the responsible position(s) in your organization for managing the funds allocated to this Program;
- B. Administrative staff must be assigned to work with the contract and have experience with overseeing and supporting past government contracts;
- C. Maintain appropriate staffing levels;
- D. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position;
- E. Effectively communicate and monitor the Program for its success;
- F. Maintain communication between the Contract key staff and Program Administrators; and,
- G. Act quickly to identify and solve problems;
- H. Operators shall work to create a case management staffing ratio of approximately one case management staff to twenty-five participants, 1:25.

Staff shall be available on site, seven (7) days per week for each site(s). Staffing pattern shall provide for at least four (4) staff members to be on duty and awake twenty-four (24) hours a day, seven (7) days a week. Staff shall ensure that all program sites are well maintained, hazard free and food is supplied.

Additionally, Program, staff should meet the following general criteria:

- A. Staff overseeing a direct service must have extensive knowledge of the County's System of Care and Homeless Service System.
- B. Experience with the target population is preferred. Staff should be trained to recognize signs of decompensation and be prepared to provide the appropriate level of intervention as needed. Behaviors should be observed and referrals to appropriate community service providers should be made to ensure the safety and health of the program participant.
- C. Respondent(s) should demonstrate how lived experience and expertise is incorporated into their **staffing model and/or program design.**

5. HOMELESS SERVICE SYSTEM PILLARS

County Executive Office - Office of Care Coordination supports the County's effort to build a responsive System of Care that meets the needs of individuals and families experiencing homelessness by providing access to permanent housing and supportive services.

The Scope of Work and services outlined are in alignment with the Outreach and Supportive Services Pillar and Shelter Pillar from the Commission to Address Homelessness Homeless Service System Pillars Report. County and Respondents shall work to implement the principles and commitments of the Outreach and Supportive Services Pillar and the Shelter Pillar, as applicable.

Respondent shall upload their completed Homeless Service System Pillars Attestation in the Vendor Responses question.

6. FACILITY REQUIREMENTS

The selected proposer shall maintain a facility that meets the following minimum requirements:

- A. Facility must currently operate as an emergency shelter program.
- B. Respondents must demonstrate site control or ownership of the property for the term of the contract. Documentation to verify site control or ownership may be requested through the negotiation process.
- C. Facility must at minimum meet the Emergency Solutions Grant's Emergency Shelter Minimum Habitability Standards as defined in 24 CFR 576.403. For more information please review the information made available by HUD: <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/>.
- D. Respondent shall maintain any applicable licenses or permits and meet any facilities code regulations required for the program(s) funded under this request for proposal.

7. ADMINISTRATIVE RESPONSIBILITIES

Reporting Requirements:

Selected Respondent(s) shall submit monthly Expenditure and Revenue Reports to the County. These reports will be on a form provided by the County and will report actual costs and revenues for the Program. Monthly Expenditure and Revenue Reports will be due by the twentieth (20th) day following the month being reported.

Selected Respondent(s) must submit reporting on a monthly basis in a form acceptable to the County. Monthly reports will be due by the twentieth (20th) day of the following month of services rendered, unless

otherwise approved by the County. The reporting shall support the County in evaluating the performance as it relates to participant data, program linkages and units of services.

Selected Respondent(s) will be required to utilize the HMIS to support with data collection, management and reporting standards and used to collect participant-level data.

- A. Total number of eligible households that receive assistance;
- B. Composition of the households – demographics, size and type;
- C. Number of unduplicated Participants served
- D. Caseload movement;
- E. Financial assistance expenditures;
- F. Length of assistance;
- G. Number of Participants exits and exit types;
- H. CES status – total number referrals received from the CES program and related status;
- I. Individualized Housing and Service Plan status – total number of plans established with Participants and related progress towards completion; and
- J. Income increases for Participants.

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

Inspections: County or its authorized representative shall have the right at all reasonable times to inspect the facility to determine if the provisions of the program are being complied with.

File Maintenance and Documentation: Operator shall prepare all applicable files and perform all administrative management tasks, as indicated in the Standards of Care.

Operator shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this Contract. Such records shall include, but not limited to:

- A. Records providing a full description of each activity undertaken;
- B. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
- C. Other records necessary to document compliance with Subpart K of 24 CFR 570.

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

8. Additional Work Clause for Applicable Service Contracts:

- A. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.

- B. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
- C. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- D. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- E. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

9. Miscellaneous Clause:

- A. Miscellaneous commodities may be obtained at County's request. Contractor shall provide a written quote and obtain authorized County approval. Contractor under no circumstance shall provide any commodities without prior written authorized County approval. Additional delivery locations may be added or deleted at any time with no penalty to County. Miscellaneous item purchases shall not exceed \$5,000.00, per item, including tax and other expenses, except when ordering the same items multiple times. Total order amount shall not exceed \$25,000.00.
- B. County may elect to accept substitute like commodities, commodities of equal or better quality and/or brand, costing equal or less than the original contracted commodities as set forth in this Contract with written authorized County approval. Substitute like commodities that cost more will require prior authorized approval from County before any substitution will take place.

10. BOARD OF SUPERVISORS APPROVAL

Approval by the Board of Supervisors is required for all service contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000.

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

Attachment B – County of Orange Standards of Care
Exhibit 1 – Homeless Service System Pillars Attestation



County of Orange
Standards of Care
for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

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

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

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

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

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

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

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

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

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

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

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

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

Denial of Admission

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

Reasons for denial may include any of the following:

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

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

1.2.2. Intake and Orientation

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

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

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

1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

1.2.4. Equal Access and Gender Identity

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

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

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

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

1.2.5. Non-Discrimination

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

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

1.2.6. Reasonable Accommodations

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

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

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

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

1.2.7. Service Animals and Support Animals

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

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

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

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

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

1.2.8. Communication Accessibility

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

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

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

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

1.2.9. Participant Feedback

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

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

1.2.10. Incident Reporting

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

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

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

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

Email: OCShelterFeedback@ochca.com

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

1.2.11. Grievances

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

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

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

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

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

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

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

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

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

County Grievance Appeal Process

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

Dispute Resolution Services

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

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

1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

1.2.13. Hours of Operation and Curfew

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

1.2.14. Coordinated Entry System Integration

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

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

1.2.15. Food Services

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

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

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

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

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

1.2.16. Medication Storage

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

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

1.2.17. Storage and Personal Belongings

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

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

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

1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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

1.2.19. Communicable Diseases

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

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

2. Supportive Services

2.1. Case Management Access

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

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

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

2.2. Assessments

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

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

2.3. Housing Plans

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

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

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

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

2.4. Housing Focused Services

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

2.5. Services, Referrals and Linkages

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

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

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

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

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

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

2.6. Transportation

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

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

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

3. Staff Training

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

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

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

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

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

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

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

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

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

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

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

Interior air quality:

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

Water supply:

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

Thermal environment:

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

Illumination and electricity:

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

Sanitary facilities:

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

Food preparation:

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

Fire safety:

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

Emergency:

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

4.2. ADA Facility Standards

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

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

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

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

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

4.3. Hygiene Products

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

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

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

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

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

4.4. Hazardous Materials

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

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

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

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

5. Administration

5.1. Policies and Procedures

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

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

5.2. Staffing

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

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

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

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

5.3. HMIS Participation and Documentation

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

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

5.4. Document Storage and Retention

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

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

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

5.5. Quality Assurance

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

5.6. Program Monitoring

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

5.7. Reporting

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

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

5.8. Waivers

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

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

6. Attachments

Today's Date:	Date & Time of Incident:	Date of Notification of the Incident (if different from incident date):	Date Incident Report Submitted:	<i>Was This Incident Reported Within 24 Hours of the <u>Date of Incident</u></i> (Required): ☐ Yes ☐ No <i>If no, please explain circumstances:</i> 						
Provider:				Staff Name:						
Staff Telephone Number:				Staff Email Address:						
Program Manager:				Program Manager Phone Number:						
Address Where Incident Occurred:				Person to Contact Regarding the Incident: <i>Name:</i> _____ <i>Title:</i> _____						
Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.) 										
Type of Incident (incidents occurring on premises) – Check all that apply: *Requires additional and immediate telephone notification to County <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 16.6%;"> ☐ <i>Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</i> </td> <td style="vertical-align: top; width: 16.6%;"> <i>Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):</i> ☐ Client-to-Client ☐ Staff / Provider-to-Client </td> <td style="vertical-align: top; width: 16.6%;"> <i>Reportable Abuse (Including Allegations):</i> ☐ APS Contacted ☐ CPS Contacted </td> <td style="vertical-align: top; width: 16.6%;"> Violence: ☐ Destruction of Property ☐ Physical Altercation Involving Another Client ☐ Physical Altercation Involving Staff ☐ Acts or Threats of Violence </td> <td style="vertical-align: top; width: 16.6%;"> Evacuation: ☐ Planned Evacuation ☐ * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) ☐ * Weather-Related Evacuation (flood, wildfire, etc.) </td> <td style="vertical-align: top; width: 16.6%;"> Death: ☐ * Death on premises ☐ Death reported past discharge </td> </tr> </table>					☐ <i>Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</i>	<i>Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):</i> ☐ Client-to-Client ☐ Staff / Provider-to-Client	<i>Reportable Abuse (Including Allegations):</i> ☐ APS Contacted ☐ CPS Contacted	Violence: ☐ Destruction of Property ☐ Physical Altercation Involving Another Client ☐ Physical Altercation Involving Staff ☐ Acts or Threats of Violence	Evacuation: ☐ Planned Evacuation ☐ * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) ☐ * Weather-Related Evacuation (flood, wildfire, etc.)	Death: ☐ * Death on premises ☐ Death reported past discharge
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Description of Incident (facts, timelines, outcome) – List any necessary notifications made: 										
Did debriefing occur with shelter staff involved in the incident? ☐ Yes ☐ No Brief description: 										

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

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

Administrative Use Only

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

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.)

[illegible]

Participant's Signature: _____ **Date:** _____

<u>Administrative Use Only</u>	Internal Log # _____
Date Received by Staff: _____	
Staff Name and Position: _____	
Grievance Type: ☐ Grievance ☐ Appeal	

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

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

STEP 1: Shelter Grievance Process

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

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

STEP 2: Shelter Appeal Process

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

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

STEP 3: County of Orange Grievance Appeal Process

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

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

In order to begin this process please contact the County:

By Telephone:
Grievance Specialist

By Email:
OCshelterfeedback@ochca.com

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

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

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

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

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

Full Name (First and Last Name): _____ Date: _____

Phone: _____ Email: _____

Other means of contact: _____

Name of the Shelter Operator or Shelter Program:

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

Comments (if needed): _____

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

Comments (if needed): _____

Appeal Description

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

[illegible]

Desired Outcome

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

Additional Space

Participant's Signature: _____ **Date:** _____

Please submit a completed form by email or mail at the addresses below:

Email: OCshelterfeedback@ochca.com

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

Administrative Use Only

Internal Log # _____

Name of staff reviewing appeal: _____ Staff position: _____

Date staff received form: _____

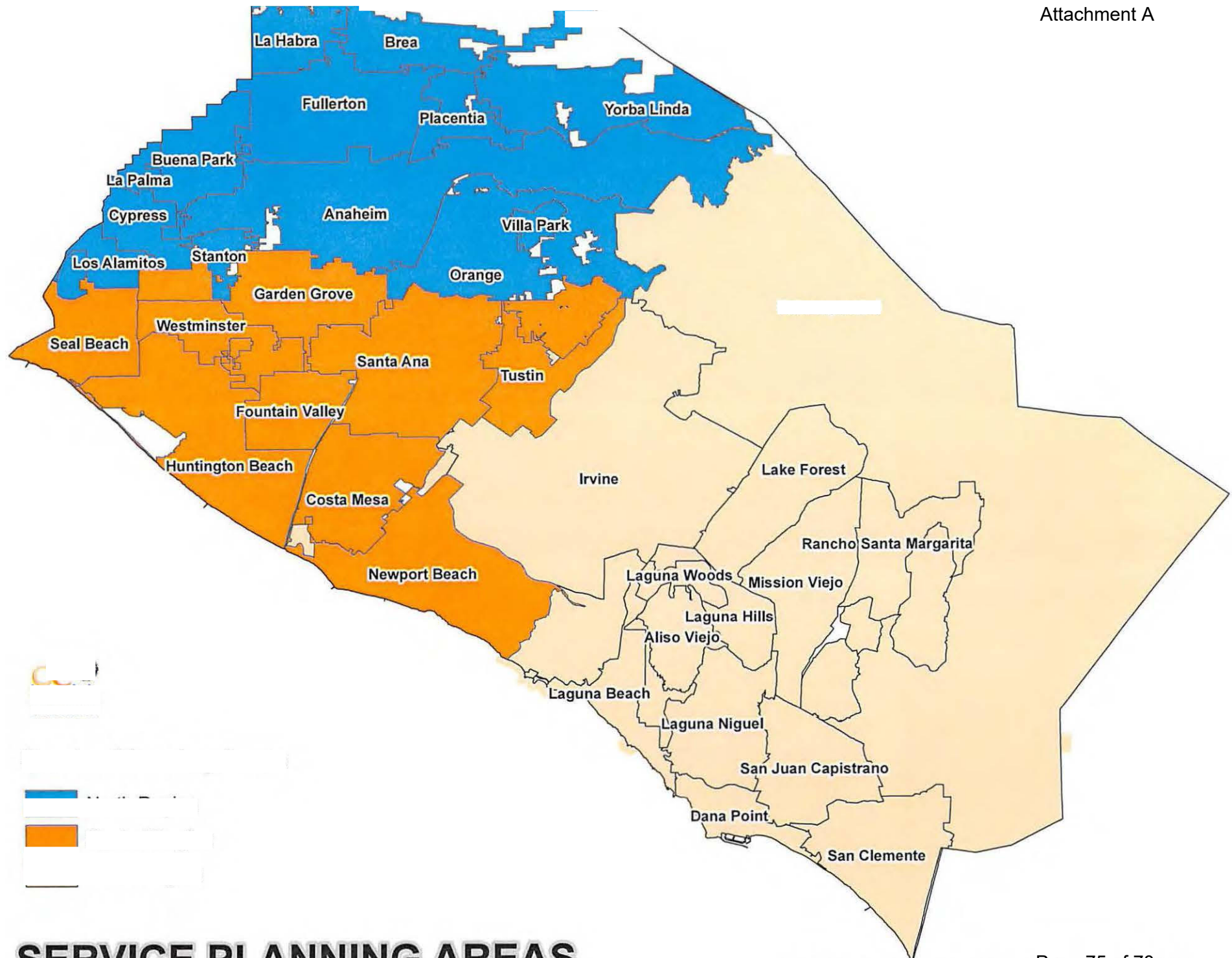
Actions:

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

ATTACHMENT

B

ATTACHMENT B



SERVICE PLANNING AREAS

Background:

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - <https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf>
- Summary Document - <https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf>

Respondents/Bidders shall Complete, Sign and Submit Exhibit X with Proposal/Bid Response:

Please select which of the Homeless Service System Pillar(s) that applies to the services being proposed/bid.

- ☐ **PREVENTION**
- ☐ **OUTREACH & SUPPORTIVE SERVICES**
- ☐ **SHELTER**
- ☐ **HOUSING**

Please provide a brief description to outline how your **proposal/bid** meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit I.

[illegible]

1. **Respondent/Bidder** recognizes the Commission to End Homelessness as an advisory body to the Orange County Board of Supervisors, was created to advise on policy and direction related to addressing homelessness in Orange County.

Initial _____

2. **Respondent/Bidder** acknowledges that the Commission to End Homelessness created the Homeless Service System Pillars Report with the assistance of local and national industry experts and people with lived experience to establish a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report also identifies the best practices, principles, and commitments to be followed by each Pillar.

Initial _____

3. **Respondent/Bidder** acknowledges that the Homeless Service System Pillar Report was received and filed by the Orange County Board of Supervisors during the October 16, 2022, meeting. The Orange County Board of Supervisors directed the use of the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

Initial _____

4. **Respondent/Bidder** recognizes that through the solicitation process for the proposed project, services must clearly demonstrate and meet the definition, goal, best practices, and guiding principles of the above checked Homeless Service System Pillar(s), based on the Commission to End Homelessness' Homeless Service System Pillars Report.

Initial _____

5. **Respondent/Bidder** attests the **proposal/bid** submitted meets the standards of identified best practices and guiding principles defined in the Commission to End Homelessness' Homeless Service System Pillar Report. **Respondent/Bidder** also acknowledges that they may be asked to report and/or demonstrate their adherence to the above stated at any point during the duration of the Contract.

(Signature Required)

(Date)