

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is dated as of December 6, 2022 and entered into by and between the **COUNTY OF ORANGE**, a political subdivision of the State of California,, acting through its County Executive Office (CEO) hereinafter referred to as "County," and the **CITY OF GARDEN GROVE**, a municipal corporation, hereinafter referred to as "City". The City and County are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties." The "Effective Date" of this MOU is the date this agreement is fully executed by the Parties.

### RECITALS

A. The City and County have been working cooperatively to assist and address issues related to homelessness. To that end, the City has identified the need to build and operate a new year-round navigation center called the *Central Cities Navigation Center* ("CCNC") that will provide up to 100 beds. The CCNC will provide temporary housing to individuals, adults ages 18 and older, experiencing homelessness in the Cities of Garden Grove, Fountain Valley and Westminster, hereinafter collectively referred to as "Cities".

B. The Parties agree that in order to address the issues related to homelessness, the Cities have committed to develop and operate the CCNC as identified in **Exhibit 1**, and that the County agrees to provide funding to the City for the rehabilitation and operation of the CCNC on their identified site that is located at 13871 West Street, Garden Grove, California ("Site").

C. Separate from and prior to the date of this this MOU, between June to November 2022 the three Cities negotiated and entered into two memorandums of understanding related to the CCNC (together, "Cities' MOU") that set forth the mutual objectives, funding obligations, allocation of performance tasks, operational duties, and other rights and responsibilities of each of the Cities for the first ten (10) years, including without limitation: (i) City acquisition of the Site, land with existing industrial, which, once renovation completed, will be operated as the CCNC, (ii) City designated as "Host City" and "lead agency" to cause and complete acquisition, rehabilitation, modification, repair, installation of furniture, fixtures and equipment (FF&E), and overall renovation and construction of the CCNC, and (iii) City will be lead agency for operation, and ongoing cleaning, maintenance and repair of the CCNC.

D. To that end, the County agrees to provide to City \$11,550,000 of funding for the development and operation of the CCNC, in two tranches: (i) a one-time payment of \$5,300,000 to be used by the City for the startup, renovation, rehabilitation, repair, improvement and overall construction of the CCNC ("Rehabilitation Funds"), and (ii) \$6,250,000 to be disbursed in ten (10) installments of \$625,000 ("Operation Funds") for startup and operational costs, based on the terms and conditions set forth in this MOU and

in accordance with the payment schedule set forth in **Exhibit 3**. The Rehabilitation Funds and the Operation Funds (total \$11,550,000) are collectively referred to hereinafter as "Funds".

E. Under both the Cities' MOU and this MOU, the City agrees to operate the CCNC on the Site as identified in **Exhibit 1** as a year-round navigation center for a minimum of ten (10) years from the Operation Date, as defined below.

F. The purpose of this MOU is to provide the basic understanding between the Parties with respect to the Funds and to set forth basic provisions that the Parties contemplate, including minimum requirements regarding the operation of the CCNC on the Site by the City (and cooperatively by the Cities.)

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

I. **EXHIBITS:** This MOU is comprised of the terms and conditions herein, including the following exhibits that are attached hereto and incorporated herein by this reference:

- a. **Exhibit 1** – List of Site
- b. **Exhibit 2** – County Standards of Care for Emergency Shelter Providers
- c. **Exhibit 3** – Payment Schedule
- d. **Exhibit 4** – Drug Free Workplace Certification

II. **TERM, TERMINATION AND RECAPTURE:**

- a. **Term:** The term of this MOU shall commence on the Effective Date, and end on December 31, 2034, unless earlier terminated pursuant to the provisions of Paragraph II.b. and II.c. below; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality. The "Operation Date" shall mean the date on which the CCNC at the Site starts operating as a year-around navigation center.
- b. **Termination:** In addition to any other remedies or rights they may have by law, the Parties have the right to immediately terminate this MOU without penalty for cause, or after sixty (60) days' written notice without cause. Cause shall be defined as any material breach of any provision of this MOU, any misrepresentation or fraud on the part of any Party, or termination by the County pursuant to Section IV.f., below. The Parties may exercise their right to terminate the MOU, for cause, without liability, fee, cost, expense, penalty, or charge of any kind.
- c. **Recapture of Funds:**

- i. If the County in its sole discretion which cannot be unreasonable determines that any portion of the Rehabilitation Funds has been used by the City for any purpose other than construction, renovation, or rehabilitation of the CCNC at the Site, the County has a right to terminate this MOU immediately. In such event of termination, the City shall repay to the County (A) an amount equal to the misused portions of the Rehabilitation Funds expended for any purpose other than construction, renovation, or rehabilitation of the CCNC at the Site as contemplated by this MOU (and the three Cities' MOU), and (B) the prorated portion of the annual installment of Operation Funds remitted as of the date of such termination, pursuant to this Section II.c.
- ii. If during the Operation Term (as defined below), the City ceases to operate the CCNC at the Site as required hereunder, and not solely based on the default of the County, whether or not this MOU has previously been terminated, the City shall return to the County (A) one-twelfth (1/12) of \$625,000 received by the City (i.e., 1/12<sup>th</sup> of the annual Operation Funds payment) for each month remaining in the County's fiscal year for which the Operation Funds were intended commencing from the date on which the City ceased operation of the CCNC at the Site. For example, the County pays the City \$625,000 as an annual installment of part of the Operation Funds, and then the City ceases operation of the CCNC on December 31 of that fiscal year, then \$312,500 (i.e., 1/12 x 6 months or 1/2 of \$625,000) shall be repaid by the City to the County. Additionally, in the event the City ceases to operate the CCNC at the Site as required hereunder, and not based on the default of the County, then the City shall return to the County (A) one-tenth (1/10) of \$5,300,000 received by the City (i.e., 1/10<sup>th</sup> of the Rehabilitation Funds) for each year remaining on the MOUs commitment to operate the CCNC at the Site. For example, the County pays the City \$5,300,000 for Rehabilitation Funds, and the City ceases operations of the CCNC in violation of this MOU on Year 6 (FY2028-2029) of this MOU, then the City shall repay the County forty percent (40%) of the Rehabilitation Funds.
- iii. Upon receipt of a notice of demand to recapture Funds, the City shall within 60 days return all Funds identified in this Section II.c. to the County. All references to the fiscal year in this MOU shall be the County's fiscal year starting July 1 of each year and ending June 30 of the following year.

### III. CITY'S RESPONSIBILITIES:

- a. The City shall provide the County with thirty (30) days' prior written notice of its intended Operation Date of the CCNC at the Site ("Notice of Operation Date"). The receipt of Notice of Operation Date is a condition precedent to be satisfied to require the County to remit to the City its Second Payment of the Funds, as defined and

further described in IV. below. The actual Operation Date shall be confirmed in writing upon request by County.

- b. The City shall operate the CCNC at the Site as a low barrier year-round navigation center for ten (10) years from the Operation Date ("Operation Term"). The City shall provide the County with the name of the operator and must procure the operator, pursuant to requirements as set forth in the applicable local, state, and federal statutes and regulations including but not limited to requirements set forth pursuant to and related to the source of the Funds identified by the County. Pursuant to Section V. below, as of the Effective Date, the County identifies the source of the Funds under this MOU as American Rescue Plan Act of 2021 ("ARPA") monies, which source impacts the City' eligible activities or City's operation of the CCNC under this MOU. The City agrees to comply with the ARPA requirements in performance under this MOU. The County will notify the City in writing of each and any change or changes in the source of the Funds remitted by the County to the City pursuant to this MOU during the Term. After receiving such notice, the City must comply with all applicable local, state, federal statutes and regulations and all other applicable requirements of the source of the Funds within 60 days, or such longer period as reasonably necessary and allowable under the applicable program funding source or sources.
- c. ARPA Grant funds awarded to City pursuant to this MOU as either Rehabilitation Funds or Operation Funds must be used solely for the purposes identified herein. In accordance with Section X.a., City agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines City used in violation of this MOU and/or any applicable funding requirements. City shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines the City has used in a manner that is inconsistent with this MOU and/or any applicable funding requirements. The provisions of this paragraph shall survive termination of this MOU.
- d. The City warrants, represents, and covenants that Funds will be used for: (i) the Rehabilitation Funds for rehabilitation, renovation, or construction of the CCNC at the Site, and (ii) the Operation Funds for operation of the CCNC at the Site, and the Funds cannot be used for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU. The City hereby warrants, represents, and covenants that the City will comply with all applicable local, state or federal guidelines, regulations, requirements and statutes and will comply with all laws and regulations related to the source of the Funds to be remitted and transferred by the County to the City pursuant to this MOU.
- e. In operating the CCNC at the Site, the City shall be responsible for acquiring and complying with all necessary land use approvals, permits and licenses required for the acquisition, renovation, and/or operation of the CCNC at the Site. The City shall provide

the County with the copies of all approvals, permits and licenses within thirty (30) days of a written request by the County. The City shall maintain the copies of all of the City's invoices and documents related to its use of Rehabilitation Funds and shall provide to County copies of all such City invoices and documents related to construction, renovation, or rehabilitation of the CCNC at the Site and use of Rehabilitation Funds, within thirty (30) days of a written request by the County.

- f. The City must maintain the City's records related to the operation and finance of the CCNC and the Site for five (5) years and agrees to provide the records to the County within thirty (30) days of the County's request.
- g. The City will operate the CCNC in accordance with this MOU and the County of Orange's Standards of Care for Emergency Shelter Providers (**Exhibit 2**).

#### IV. COUNTY'S RESPONSIBILITIES:

- a. **First Payment of Operation Funds:** Within thirty (30) days after the receipt of Notice of Operation from the City, County shall provide the City with the first payment of \$625,000 allocable from the Operation Funds ("First Payment"). The First Payment can be used for costs associated with startup costs related to the renovation and tenant improvements of the facility, and operation of the Site.
- b. **Second Payment of Operation Funds:** Within thirty (30) days after the one-year anniversary of the receipt of Notice of Operation Date from the City, or within 30 days after the start of County's fiscal year 2024-2025 (July 31, 2024, to June 30, 2025), whichever is earlier, County will provide the City \$625,000 as the second payment of Operation Funds ("Second Payment").
- c. **Subsequent Payments of Operation Funds:** Subject to all other requirements and provisions of this MOU, subsequent to the Second Payment, and on an annual basis for eight (8) payments only, the County will provide the City as it remains in full compliance with the requirements of this MOU with an annual payment of \$625,000 of Operation Funds pursuant to Payment Schedule, **Exhibit 3** ("Subsequent Payments"). The City acknowledges and understands that such Subsequent Payments are contingent on the City's maintaining full compliance with the terms and conditions of this MOU throughout the term of this MOU.
- d. **One-Time Payment of Rehabilitation Funds to City:** Within ninety (90) days after full execution of this MOU, County will pay to the City \$5,300,000, i.e., the full amount of Rehabilitation Funds, to be used by the City for the startup, renovation, rehabilitation, repair, improvement, and overall construction of the CCNC at the Site. If the City indicates that the source of Rehabilitation Funds that County identified for its payment under this MOU impacts the City's eligible activities under this MOU, and to the extent that alternate funding sources are available, the County will notify the City in writing of any new or modified source of the Rehabilitation Funds. Additionally, the

City, to the extent possible in compliance with the funding source(s), will notify the County of any timing problems and issued that may impact funding source compliance.

- e. Parties hereby acknowledge that the County may provide the Funds to the City solely subject to the requirements set forth in this MOU.
- f. Subject to the County making the First Payment and the Second Payment of Operation Funds, the Parties acknowledge and agree that County is only obligated to provide the Subsequent Payments of the Operation Funds each fiscal year, contingent upon annual approval and appropriation of funding through the County's budget by the Orange County Board of Supervisors. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate or modify this MOU without any liability, fee, cost, expense, penalty, or charge of any kind, except that in the event of a termination of this MOU pursuant to this section, the County shall provide sixty (60) days' worth of funds, and thereafter shall have no further obligations hereunder. In the event the County fails to appropriate the Funds to make the Subsequent Payments, the City may cease performance under and terminate this MOU, with no obligation to return any Funds to the County pursuant to the Recapture of Funds provisions in Section II.c.ii. so long as the City continues to operate the Site as CCNC..
- g. If the City is in Default, it shall return all or a prorated amount of Funds received by the City, pursuant to Recapture of Funds, Section II.c.. The City will be in material breach of this MOU, if, prior to transfer of any portion of the Funds or throughout the Term of this MOU, the City, among other actions or inaction: (1) fails to operate the CCNC at the Site as a navigation center; or (2) fails to comply with any of the requirements set forth in this MOU, or (3) the City fails to use Rehabilitation Funds for rehabilitation, renovation or construction of the CCNC at the Site.
- h. The obligations and participation of the County under this MOU shall be limited solely to the discretionary issuance of the Funds to the City in accordance with the requirements of this MOU. The Parties agree the County's (inclusive of the County's affiliates, subcontractors, employees, officers, directors, elected and appointed officials, and those special districts and agencies which County's Board of Supervisors acts as the governing Board) liability arising under or related to this MOU, is limited and disclaimed in full. In no event shall the County be liable or responsible for any type of claim, damage (including but not limited to exemplary, punitive, indirect incidental, and consequential damages), or liability regardless of the form of the action or the theory of recovery, whether in contract or in tort or otherwise.

## **V. AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDING**

- a. ARPA was passed by Congress and signed into law by the President of the United States on March 11, 2021; and under the State and Local Fiscal Recovery Funds

(SLFRF) program, enacted as part of (ARPA), more than \$350 billion in emergency funding was distributed to state, local, territorial, and Tribal governments with the County receiving a total of \$616.8 million in two equal allocations of SLFRF funds. The ARPA provides that SLFRF funds may be used to replace lost public sector revenue to pay for government service expenses that are incurred during the period that begins on March 3, 2021, and ends on December 30, 2024. On January 6, 2022, the United States Department of Treasury released its Final Rule for the SLFRF program, which among other things, authorizes State and local government recipients to use SLFRF funds to replace lost public sector revenue and use such funding to provide government services up to the amount of revenue loss due to the pandemic.

- b. The City has requested funding from the County to better address homelessness in its community and support people experiencing homelessness secure permanent housing; and in order to assist the City in the provision of government services, the Parties have agreed that the County will partially fund this MOU with ARPA funding.
- c. Funds provided are federal funds and subject to the Single Audit Act of 1984. The following information is provided in accordance with the Single Audit Act. The City must utilize the Funds in accordance with all Federal and State laws, including but not limited to the ARPA, codified at 42 U.S.C. § 802, *et seq.*, and all applicable regulations and guidelines implementing ARPA, including, but not limited to, the regulations issued by the Department of Treasury (“DOT”) at 31 CFR Part 35 regarding costs that are payable from SLFRF Funds and all ARPA and SLFRF-related guidance.

<b>Grant Amount</b>	\$11,550,000.00
<b>Entity Name:</b>	City of Garden Grove
<b>City Contact Information</b>	Lisa Kim (714) 744-5148 <a href="mailto:lisak@ggcity.org">lisak@ggcity.org</a>
<b>Unique Entity Identifier (UEI)</b>	Y1NYWMLHKNM7
<b>Awarding County Agency</b>	County Executive Office
<b>County Contact Information</b>	Zulima Lundy (714) 834-6805 <a href="mailto:zulima.lundy@ocgov.com">zulima.lundy@ocgov.com</a>
<b>Assistance Listing Number (ALN) / Name</b>	21.027 / Coronavirus State and Local Fiscal Recovery Funds
<b>Federal Award Identification Number (FAIN)</b>	SLFRP1607
<b>Awarding Federal Agency</b>	US Treasury Department
<b>Indirect Cost Rate</b>	10% MTDC or Federally Approved Rate

- d. **Office of Management and Budget (OMB) Guidance.** The City must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards per 2 CFR Part 200 (the "Uniform Guidance"), including, but not limited to, the procurement standards set forth in 2 CFR 200.318 through 2 CFR 200.327 when using the Funds to procure goods and services.
- e. **Single Audit Act.** Since Federal funds are used in the performance of this MOU, Agency must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 *et seq.*), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.
- f. **SAM.gov Requirements.** City is required to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>).

VI. **RECORD MAINTENANCE.** City shall maintain records in their original form in accordance with requirements prescribed by the County with respect to all matters specified in this MOU. Original forms are to be maintained on file for all documents specified in this MOU. Such records must be retained for a period of four (4) years after termination of this MOU and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this MOU, must be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

VII. **RECORD INSPECTION.** At any time during normal business hours and as often as either the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, City must make available for examination all its records with respect to all matters covered by this



MOU. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all City's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this MOU. City agrees to provide any reports requested by the County regarding performance of this MOU. With respect to inspection of City's records, the County may require that Beneficiary provide supporting documentation to substantiate City's expenses with respect to the City's use or expenditure of monies provided by the County to the City under this MOU.

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

**IX. PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS.** City shall be responsible for obtaining all permits, licenses, and approvals required for performing any work under this MOU. City shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. City shall provide copies of permits and approvals to the County upon request.

**X. MISCELLANEOUS**

- a. The City agrees to indemnify, defend with counsel approved in writing by the County, and hold the 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, liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, anything arising from or related to this MOU provided by the City. If judgment is entered against the City, Cities and/or the County by a court of competent jurisdiction because of the negligence of the County or the County Indemnitees, the City and the County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- b. The City shall have no right to assign this MOU without the express prior written approval of the County. This MOU shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.
- c. This MOU (including for the purpose of clarity, the recitals to this MOU), and its Exhibits and Attachments, collectively contain the entire agreement 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 agreements or contracts by any County employee or agents shall not be valid or binding on County.
- d. No alteration or variation of the terms of this MOU shall be valid unless made in

writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on any of the Parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.

- e. The City warrants, represents, and covenants that performance required of the City individually under this MOU shall fully comply, at their own 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 City's performance at the time of the said performance. The City acknowledges the County is relying on the City to ensure such compliance, and pursuant to the requirements of paragraph a. of Section VI above, the City agrees that it shall defend, indemnify and hold the County and the County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- f. The City hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in **Exhibit 4**, attached hereto and incorporated herein by reference.
- g. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given as follows:

City: City of Garden Grove/City Manager's Office  
11222 Acacia Parkway  
Garden Grove, California 92840  
Attention: Scott C. Stiles, City Manager

County: County of Orange/County Executive Office  
Procurement and Contract Services  
400 W. Civic Center Drive  
Santa Ana, California  
Attention: County Procurement Office

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

#### **XI. CONFLICT OF INTEREST**

The City shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to City; the City's employees, agents, and subcontractors associated with accomplishing work and services hereunder. City's efforts shall include, but not be limited to establishing precautions to prevent its employees,

agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

**XII. POLITICAL ACTIVITY**

The City agrees that the funds provided herein will not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

**XIII. SIGNATURE COUNTERPARTS**

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. City represents and warrants that the person executing this MOU on behalf of and for City is an authorized agent who has actual authority to bind City to each and every term, condition and obligation of this MOU and that all requirements of City have been fulfilled to provide such actual authority.

**XIV. GENERAL PROVISIONS**

- a. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any participant participating in this program, or any of City's agents or employees.
- b. This MOU, with its Exhibit(s) and Attachment(s) incorporated herein by reference, represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.
- c. This MOU 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 MOU, 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 trial to another county.
- d. The City warrants that it and its Personnel, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. City must notify County within one (1) business day of any change in license or permit status (e.g., becoming expired,

inactive, etc.).

- e. In the performance of this MOU, City shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- f. In the performance of this MOU, City may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment without prior written consent shall be void.
- g. The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

[signature page follows]

**WHEREFORE**, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

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

Douglas Becht  
County of Orange, County Executive Office  
Office of Care Coordination

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

Approved As To Form  
CEO Counsel  
County of Orange, California

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

Deputy

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

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

Scott C. Stiles, City Manager  
City of Garden Grove

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

Approved As To Form

Stradling Yocca Carlson & Rauth

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

Special Counsel to the City

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

## **Exhibit 1**

Below is the identified and agreed Site for the Central Cities Navigation Center that is the subject of this MOU:

Site: Central Cities Navigation Center (CCNC) – 13871 West Street, Garden Grove, CA

Should the location of any of the Site change, the City agrees that they will provide written notice to the County at minimum 60 days prior to change of location. The City further agrees and acknowledge the City must operate a year-round navigation center during the Term of this MOU, subject to the Termination and Recapture of Funds provisions in the MOU.

**Exhibit 2**  
**County of Orange**  
**Standards of Care for Emergency Shelter Providers**

[to be inserted]



County of Orange  
Standards of Care  
for Emergency Shelter Providers



## Table of Contents

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

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

## 1.1. Standards of Care for Emergency Shelter Providers

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

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

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

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

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

## 1.2. Emergency Shelter Providers' Operations

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### 1.2.1. Admissions and Eligibility

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

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

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

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

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

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

#### Denial of Admission

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

Reasons for denial may include any of the following:

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

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

### 1.2.2. Intake and Orientation

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

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

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

### 1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

#### 1.2.4. Equal Access and Gender Identity

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

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

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

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

#### 1.2.5. Non-Discrimination

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

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

### 1.2.6. Reasonable Accommodations

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

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

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

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

### 1.2.7. Service Animals and Support Animals

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

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

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

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

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

### 1.2.8. Communication Accessibility

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

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

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

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

### 1.2.9. Participant Feedback

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

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

### 1.2.10. Incident Reporting

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



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

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

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

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

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

### 1.2.11. Grievances

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

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

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

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

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

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

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

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

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

#### County Grievance Appeal Process

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

### Dispute Resolution Services

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

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

#### 1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

#### 1.2.13. Hours of Operation and Curfew

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

#### 1.2.14. Coordinated Entry System Integration

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

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

#### 1.2.15. Food Services

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

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

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

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

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

### 1.2.16. Medication Storage

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

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

### 1.2.17. Storage and Personal Belongings

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

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

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

### 1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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

### 1.2.19. Communicable Diseases

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

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

## 2. Supportive Services

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### 2.1. Case Management Access

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

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

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

### 2.2. Assessments

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

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

### 2.3. Housing Plans

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

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

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

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

## 2.4. Housing Focused Services

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

## 2.5. Services, Referrals and Linkages

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

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

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

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

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

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

## 2.6. Transportation

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

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

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

## 3. Staff Training

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

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

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

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

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

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



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

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

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

## 4. Facility Standards

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### 4.1. Facility Standards for Emergency Shelter

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

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

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

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

#### **Water supply:**

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

#### **Thermal environment:**

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

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

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

**Sanitary facilities:**

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

**Food preparation:**

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

**Fire safety:**

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

**Emergency:**

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

## 4.2. ADA Facility Standards

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

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

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

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

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

#### 4.3. Hygiene Products

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

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

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

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

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

#### 4.4. Hazardous Materials

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

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

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

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

## 5. Administration

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### 5.1. Policies and Procedures

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

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

### 5.2. Staffing

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

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

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

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

### 5.3. HMIS Participation and Documentation

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

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

### 5.4. Document Storage and Retention

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

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

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

### 5.5. Quality Assurance

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

### 5.6. Program Monitoring

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

### 5.7. Reporting

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

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

## 5.8. Waivers

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

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

6. Attachments

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**Attachment 1**

**Critical Incident Report**

**County of Orange**

**Health Care Agency Office of Care Coordination**



<b>Today's Date:</b>	<b>Date &amp; Time of Incident:</b>	<b>Date of Notification of the Incident (if different from incident date):</b>	<b>Date Incident Report Submitted:</b>	<b>Was This Incident Reported Within 24 Hours of the Date of Incident (Required):</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, please explain circumstances:</i> _____ _____	
<b>Provider:</b>			<b>Staff Name:</b>		
<b>Staff Telephone Number:</b>			<b>Staff Email Address:</b>		
<b>Program Manager:</b>			<b>Program Manager Phone Number:</b>		
<b>Address Where Incident Occurred:</b>			<b>Person to Contact Regarding the Incident:</b> <i>Name:</i> _____ <i>Title:</i> _____		
<b>Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.)</b> _____ _____					
<b>Type of Incident (incidents occurring on premises) – Check all that apply: *Requires additional and immediate telephone notification to County</b>					
<input type="checkbox"/> <i>Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</i>	<i>Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):</i> <input type="checkbox"/> Client-to-Client <input type="checkbox"/> Staff / Provider-to-Client	<i>Reportable Abuse (Including Allegations):</i> <input type="checkbox"/> APS Contacted <input type="checkbox"/> CPS Contacted	<i>Violence:</i> <input type="checkbox"/> Destruction of Property <input type="checkbox"/> Physical Altercation Involving Another Client <input type="checkbox"/> Physical Altercation Involving Staff <input type="checkbox"/> Acts or Threats of Violence	<i>Evacuation:</i> <input type="checkbox"/> Planned Evacuation <input type="checkbox"/> * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) <input type="checkbox"/> * Weather-Related Evacuation (flood, wildfire, etc.)	<i>Death:</i> <input type="checkbox"/> *Death on premises <input type="checkbox"/> Death reported past discharge
<b>Description of Incident (facts, timelines, outcome) – List any necessary notifications made:</b> _____ _____ _____ _____ _____ _____ _____ _____ _____ _____					
<b>Did debriefing occur with shelter staff involved in the incident?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Brief description:</b> _____ _____ _____					

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



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

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

**Administrative Use Only**

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

**Attachment 2**

**Shelter Grievance Form**

**PROVIDER NAME**

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



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

- Email:
- Address:

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

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

**Identifying information**

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

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

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

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

**Grievance Information**

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

Type of Grievance. Please check all that apply:

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

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

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

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

### Shelter Grievance Form

PROVIDER NAME

County of Orange/Office of Care Coordination



**Grievance Description**

**Grievance Description**  
 Briefly describe your grievance. Please Include a description of what occurred, who was involved and additional information relevant to the grievance. (Please include additional sheets if needed.)

**Desired Outcome**  
 State what you would like to see happen with regard to this grievance.

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Administrative Use Only** Internal Log # \_\_\_\_\_

Date Received by Staff: \_\_\_\_\_

Staff Name and Position: \_\_\_\_\_

Grievance Type:  Grievance  Appeal

### Attachment 3

## County of Orange

### Health Care Agency, Office of Care Coordination Shelter Grievance Process



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

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

#### STEP 1: Shelter Grievance Process

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

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

#### STEP 2: Shelter Appeal Process

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

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

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

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

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

In order to begin this process please contact the County:

**By Telephone:**  
Grievance Specialist

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

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



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



**Desired Outcome**

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


**Additional Space**


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

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

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

**Administrative Use Only**

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

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

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

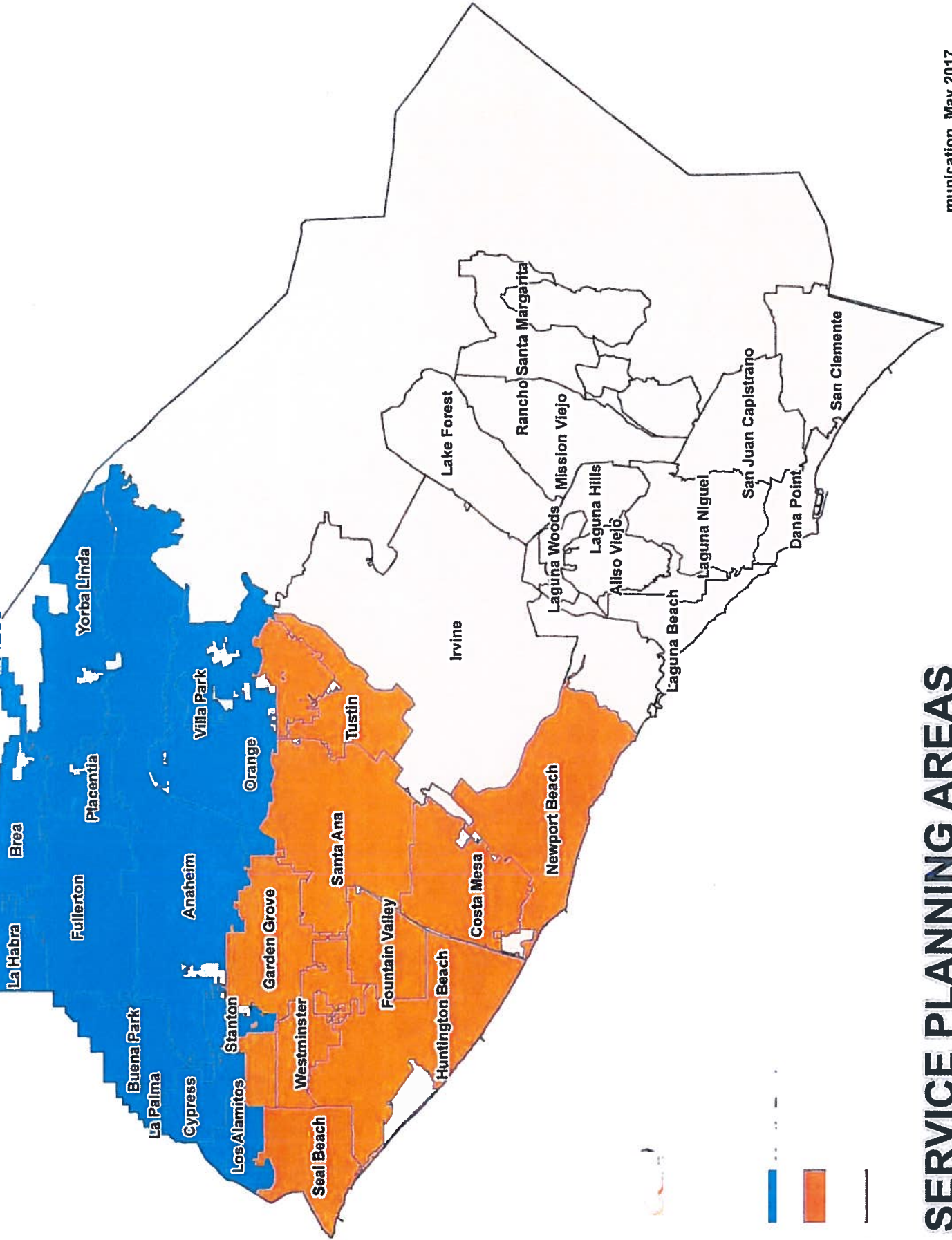
**Actions:**

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

# **ATTACHMENT**

# **B**

**ATTACHMENT B**



# SERVICE PLANNING AREAS



**Exhibit 3**  
**Payment Schedule<sup>1</sup>**

County shall have no obligation to pay any sum in excess of total amount specified herein unless authorized by written amendment signed by both Parties. No two payments identified in this Exhibit can be distributed to the City in one fiscal year.

Payment No.	Fiscal Year	Payment Date
1A	2023-2024	Operation Funds First Payment: Within 30 days of receipt of Notice of Operation \$625,000.
1B	2022-2023	One-Time Rehabilitation Funds Payment: Within 90 days of Effective Date.
2	2024-2025	Operation Funds Second Payment: Within thirty (30) days after the one-year anniversary of the receipt of Notice of Operation Date from the City, or within 30 days after the start of County's fiscal year 2024-2025 (July 31, 2024 to June 30, 2025), whichever is <del>earlier</del> later
3	2025-2026	On or before July 31, 2026
4	2026-2027	On or before July 31, 2027
5	2027-2028	On or before July 31, 2028
6	2028-2029	On or before July 31, 2029
7	2029-2030	On or before July 31, 2030
8	2030-2031	On or before July 31, 2031
9	2031-2032	On or before July 31, 2032
10	2032-2034	On or before July 31, 2033

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<sup>1</sup> The Fiscal Years identified in this Exhibit may be subject to change depending on when the City provides their respective Notice of Operation Date and when they receive their Second Payment.

**Exhibit 4**

**Drug Free Workplace Certification**

[insert HUD form 50070]

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	