



**REQUEST FOR PROPOSALS (RFP)
FOR
THE OPERATOR OF THE
CENTRAL CITIES NAVIGATION CENTER**

**CITY OF GARDEN GROVE
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
OFFICE OF ECONOMIC DEVELOPMENT
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840**

**TIMOTHY THRONE
SR. PROGRAM SPECIALIST
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timothyt@ggcity.org**

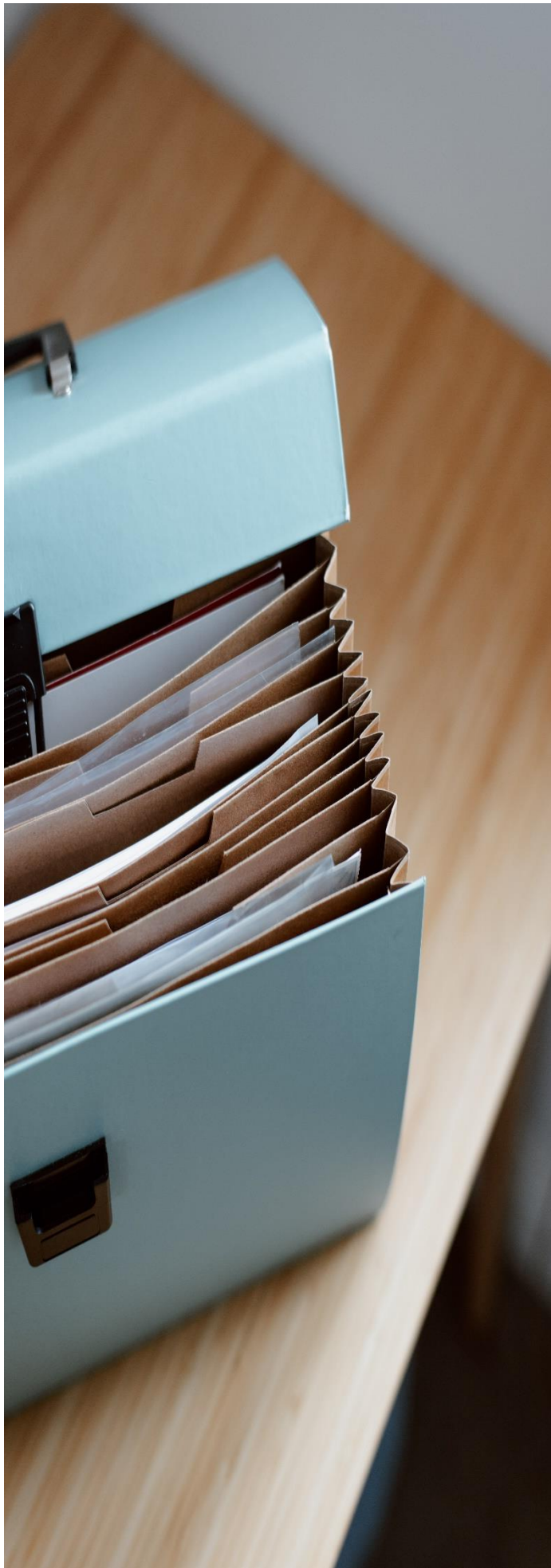


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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN THAT PROPOSALS will be received from qualified non-profit service providers (who provide services for individuals that are homeless) to operate a new year-round Central Cities Navigation Center (CCNC) in the City of Garden Grove.

Responses to Request for Proposals (RFP) will be accepted until **Thursday, November 17, 2022 at 4:00 P.M.** Proposals received after this date/time will not be considered. It is the responsibility of the eligible respondent to ensure that any proposals submitted have sufficient time to be received by the City of Garden Grove prior to the proposal due date and time.

MAILED, DELIVERED BY HAND, OR COURIERED PROPOSALS WILL BE ACCEPTED TO THE FOLLOWING CONTACT PERSON:

City of Garden Grove
Timothy Throne, Sr. Program Specialist
Community and Economic Development Department
11222 Acacia Parkway, 3rd Floor
Garden Grove, CA 92840

E-MAILED RFP RESPONSES WILL NOT BE ACCEPTED!

All notifications, updates, and addenda will be posted on the City of Garden Grove's Community and Economic Development Department webpage at **<https://ggcity.org/neighborhood-improvement/request-proposals>**.

Eligible Respondents shall be responsible for monitoring the site and the project contact's email to obtain information regarding this RFP. Failure to respond to required updates may result in a determination of nonresponsive proposal.

EXECUTIVE SUMMARY

The City of Garden Grove is seeking proposals from eligible respondents to enter into a public-private partnership to operate a new year-round Central Cities Navigation Center (CCNC) that will serve approximately 170 individuals (up to 100 beds), with the ability to scale up to serve 200-250 individuals. The term of the agreement will be for two years, with the possibility of annual extensions for an additional three years.

A Navigation Center is a “transitional, emergency homeless facility with in-house services to develop pathways toward permanent housing, income, healthcare, and stability. Some of the onsite services include, but are not limited to: transportation in and out, one-on-one case management, state-licensed behavioral and substance abuse services, social services, meal services, rental assistance, and 24/7 staffing and security.

The CCNC site is located at **13871 West Street, Garden Grove, CA**, and is anticipated to open by Fall 2023. This site meets the SB2 zone criteria for homeless shelters. Funding will be provided by the Cities of Garden Grove, Fountain Valley, and Westminster through various funding sources outlined within this RFP. Only non-profit organizations currently providing services to individuals experiencing homelessness that meet the minimum submission requirements will be considered.

It is expected that the respondents to this RFP will be fully ready to operate the Navigation Center once completed, which is estimated as Fall 2023.

BACKGROUND

Over the past year, the Cities of Garden Grove, Fountain Valley and Westminster have created a tri-cities partnership in an effort to address the growing issue of homelessness in the Orange County Central Service Planning Area (Central SPA). The collaboration would advance a regional effort to close gaps in the system of care, and to increase the level of care that is provided to the homeless population.

According to the 2022 Orange County Point-In-Time (PIT) Count, the number of unsheltered individuals living in the cities of Garden Grove, Fountain Valley and Westminster either increased or stayed the same since the last count was conducted in 2019. As shown in the chart below, the 2022 PIT Count shows that Garden Grove saw an increase of 70.55%; Fountain Valley saw an increase of 35.71%; and Westminster did not see an increase or decrease in unsheltered homeless individuals from the previous PIT Count that was conducted in 2019.

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The 2022 PIT Count concluded that Orange County has a total unsheltered count of 3,057 individuals. The cities of Garden Grove, Fountain Valley and Westminster have a total count of 475 unsheltered individuals, which represents 15.54% of the unsheltered population in the County and 31.21% of the unsheltered population in the Central SPA.

In June 2022, the Cities of Garden Grove, Fountain Valley and Westminster entered into a Memorandum of Understanding (Tri-Cities MOU) to cooperate on the development of a future Navigation Center in the Central SPA. The Tri-Cities MOU achieves a major milestone for the Cities of Garden Grove, Fountain Valley and Westminster that formalizes the partnership and lays out the details of the future Central Cities Navigation Center. Please see Exhibit B to review the fully executed Tri-Cities MOU.

Changes in Homeless Population
Orange County Point-in-Time (PIT) Count and Survey
2019 - 2022
(For Reference Only)

	Garden Grove 2019	Garden Grove 2022	% Increase from 2019 to 2022	Fountain Valley 2019	Fountain Valley 2022	% Increase from 2019 to 2022	Westminster 2019	Westminster 2022	% Increase from 2019 to 2022
Unsheltered	163	278	70.55%	28	38	35.71%	159	159	0%

ELIGIBLE RESPONDENTS

An Eligible Respondent is a qualified non-profit service provider that has verifiable experience serving the homeless population as it relates to the qualifications outlined in this RFP.

It is understood the selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of California and for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City of Garden Grove.

It is also understood that all reports, information, and/or data prepared or assembled by the Respondent for this RFP, or under a contract awarded pursuant to this RFP may be made available to any individual or organization under the California Public Records Act (CPRA), subject to limitations and exemptions in the CPRA. Each Respondent shall be financially solvent, and shall be competent to perform the services required under this RFP document.

Proposals will only be considered from Respondents which meet the following prerequisites:

- Have a minimum of three (3) consecutive years of successfully managing and operating emergency shelter programs and delivering relevant services of a similar type and scope as described in the Scope of Work.
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have the current organizational experience and staff capacity to undertake a new Year-Round Homeless Navigation Center.

AVAILABLE FUNDING

The collective Cities and the County of Orange will be programming a combination of funding towards the program and operation of the new CCNC. These funding sources may include but is not limited to: Community Development Block Grant, Emergency Solutions Grant, Low-Moderate Income Housing Asset Fund, and Permanent Local Housing Allocation (PLHA or SB2). It is highly desired that the selected non-profit provider has extensive experience with county, state and federal grant requirements.

Funds used may have varying requirements including both quarterly and annual reporting for both the City and the Respondent. The basic program regulations governing management and financial systems for the Community Development Block Grant and Emergency Solutions Grant are disseminated by the Federal government in 24 CFR Part 570, Subparts J and K.

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Serving in capacity of the Host City, the City of Garden Grove will administer the Agreement with selected non-profit provider and will award on behalf of the City. All requirements of the applicable local, state, federal, or private funding sources will apply to projects selected under this RFP. Respondent will submit a request for reimbursement on the first day of each month after the commencement date, with an itemized accounting and reasonable substantiation of the expenses actually incurred. Payment shall be made within forty-five (45) days following receipt of proper invoice evidencing fees, costs or services performed, subject to City accounting procedures.

RFP TIMELINE

Garden Grove expects proposals to be project-ready with the intent of having the Central Cities Navigation Center operational by Fall 2023 but no later than October 31, 2022. The following is the tentative timeline for the RFP process.

ACTION ITEM	DATE
Release of RFP	October 17, 2022
RFP Questions Due	October 28, 2022 at 4:00 P.M.
RFP Responses to Questions	October 31, 2022
Proposal Submittal Deadline	November 17, 2022 at 4:00 PM
Panel Interviews (Required)	December 7, 2022
City Council Approval (Tentative)	January 10, 2023
Program Operation	Fall 2023

PROPOSAL SELECTION PROCESS

The City shall establish a proposal evaluation committee to review and score proposals received. All proposals will be scored based on the criteria in this RFP. Additional information may be requested by the proposal evaluation committee prior to making a funding recommendation. Recommendations from the proposal evaluation committee will be present to the Garden Grove City Council for consideration and award of contract.

The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process.

All costs shall be borne by the organization responding to this RFP. The organization responding to this RFP shall hold the City of Garden Grove harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the organization.

SCOPE OF SERVICES

Overview

The Central Cities Navigation Center and its supportive service programs will be designed to provide a safe environment and a pathway for individuals, youth and families, experiencing homelessness on the streets of Garden Grove, Fountain Valley and Westminster to transition into permanent housing. Clients will be admitted with low-barrier requirements through a referral system and coordination with the Garden Grove Police Department, Fountain Valley Police Department, Westminster Police Department, or other approved outreach teams, with no walk-ins allowed. The shelter program will incorporate transportation pick up and drop off points, or similar model type, that supports the individual needs of participants. The overall project will represent best practices in exceptional trauma-informed care for all shelter participants. The City's obligation will be for funding. The operation of the shelter will be undertaken by the Respondent.

Project Requirements

Respondents to this RFP should specify programs and services for homeless individuals that, based on evidence, successfully promote the principles of Housing First and contribute to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring. All services must be easily accessible and evaluated for effectiveness on a regular basis.

The Central Cities Navigation Center will operate in accordance with the County of Orange Standards of Care for Emergency Shelter Providers (Exhibit A). The document provides a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidence based participant services, core organizational/administrative functions, and facility design/operations. The Standards of Care ensures a trauma informed environment that allows for full inclusion of services for participants with disabilities. Effectiveness shall be measured using the Project Outcomes outlined in this RFP.

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The table below outlines the minimum requirements for the shelter.

PROJECT ELEMENT	
Hours of Operation	<ul style="list-style-type: none">• The Navigation Center must be open 24 hours per day, seven days per week, including City holidays
Target Population	<ul style="list-style-type: none">• Adult individuals (ages 18 and older) and adult only households (i.e., couples without children). No children permitted in the shelter
Client Eligibility	<ul style="list-style-type: none">• Literally homeless in the City of Garden Grove, Fountain Valley and Westminster• Referred by Cities of Garden Grove, Fountain Valley and Westminster, and Garden Grove, Fountain Valley and Westminster Police Departments, and tri-cities street outreach providers such as Be Well OC (Garden Grove)• Willingness to participate in a housing plan• Willingness to follow shelter participant expectations

<p>Program Components and Residential Services</p>	<p>Included but not limited to the following:</p> <ul style="list-style-type: none">• Three (3) nutritious meals each day (warming kitchen only)• Receive and handle daily food deliveries from 3rd party provider• Client support services• On-site Transportation/Shuttle Services (to and from CCHC)• Service Animals and Pet Accommodation• Laundry Facilities• Client access to on-site storage• Hygiene Products• HMIS Participation and Documentation• Manage client reservation and referral process• Welcome, intakes and assessment• Housing First program with low-barriers to entry and operations• Case management and other appropriate permanent housing-focused services (e.g., housing navigation, case conferencing)• Substance Use recovery classes such as AA, 12 Step programs• Coordination for mobile health services• Participation in the Coordinated Entry System (CES)• Coordination with the City of Garden Grove Housing Authority, referrals to County, State and Federal programs, as well as nonprofit and social service agencies, as appropriate• Mail services, as needed• Telephone access, charging and message services, including an ADA-compliant telephone
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<p>General Standards</p>	<ul style="list-style-type: none"> • Operate in accordance with the County of Orange Standards of Care for Emergency Shelter Providers • Adequate on-site staffing with appropriate on-going staff training • 24-hour on-site security to ensure a safe environment for clients, volunteers, and others • Operator to include data analysis as well as service delivery metrics • Designated point-of-contact who is available at all times to address issues that may arise at the shelter and willingness to coordinate security issues with the Garden Grove, Fountain Valley or Westminster Police Departments • Means for clients to provide input into programs • Data entry, analysis and reporting in HMIS for all CCNC activities. Respondent will maintain all appropriate documentation. • The title of the program will be Central Cities Navigation Center.
<p>Property Management</p>	<p>Respondent will maintain a secure and healthful environment for delivery of all services, including:</p> <ul style="list-style-type: none"> • Site control, prompt maintenance and repair, utilities, security, janitorial services, waste removal and disposal, regularly laundered linens, and other occupancy related items • COVID-19 Safety protocols and quarantine procedures • Secure entry/exits for clients and service providers to be monitored by staff • A fire escape emergency plan • A fire watch, which shall be maintained at all times • A written drug and alcohol free policy for staff that is posted/displayed on-site at all times. The written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol

PROJECT OUTCOMES

The Performance Outcomes for the Central Cities Navigation Center will be measured by criteria depicted in the Table below as well as thresholds established in the annual Orange County Emergency Shelter Project Performance Report, as a guideline.

Additionally, the Respondent and all partner organizations will be responsible for complying with standards for Homeless Assistance, Homeless Management Information System (HMIS), and CES.

All Navigation Center activities will be documented in monthly, quarterly and year-end reports in a format determined by the City of Garden Grove. Respondent staff will work closely with the City on programming and providing all the necessary documentation for invoicing and accounting.

	PERFORMANCE OUTCOME	MEASURE	STANDARD
1	Low Barrier to Entry		100%
2	Access to Resources/Services to Move into Permanent Housing and Stabilize	Length of Stay	120 days or less
		Employment Status at Exit	At least 20% employed
		Income Source at Exit	At least 54% have income from any source other than employment at exit
			Housing cost ≤ 50% of client income
3	Exits	Positive	At least 35% to permanent housing
		Occupancy Rate	At least 90%
4	Efficient and Effective Use of	Spending	100% spend-down of awarded
5	Data Quality	Missing or Incomplete Data	≤ 5% in HMIS
		Timeliness of Data Entry	Client data entered within 3 business days

6	Services	Participants are encouraged to engage in the service plans including housing, behavioral, substance abuse and/or employment	At least 80%
7	Demographics	Shelter and Housed Clients	Reporting Only

PROPOSAL EVALUATION & SCORING

Proposals will be evaluated based on the following criteria:

- Completeness and accuracy of the completed proposal forms, and requested narratives.
- Respondent has demonstrated organization’s experience serving persons experiencing homelessness and managing an emergency shelter/navigation center program.
- Demonstrated experience in providing services and operating a shelter/navigation center program similar in nature to the proposed Central Cities Navigation Center.
- Ability of project design to achieve desired project outcomes.

100 points total are possible. A minimum of 80 points is required for consideration of project award. Proposals will be scored based on the following:

MAXIMUM POINTS	EVALUATION CATEGORY
30	Operator Experience and Capacity
25	Program Design and Outcomes
20	Service Delivery Method and Staffing
15	Operator Program Budget
10	Project Sustainability
100	Total Points

MINIMUM SUBMISSION REQUIREMENTS

All project proposals must contain the following minimum submission requirements:

I. **Operator Experience and Capacity**

- A. **Nonprofit Organization:** Respondents and partners must have achieved IRS Section 501(c)(3) tax exempt nonprofit status and California Revenue and Taxation Code tax exempt nonprofit status before the start of the contract with the City of Garden Grove. Respondents must have been in existence for at least three (3) years.
- 1) Three (3) years of annual financial statements;
 - 2) Nonprofit organizations are required to submit an accountant's compilation report of financial statements.
 - 3) References: Minimum of three (3) references associated with current contracts demonstrating successful ability to complete the responsibilities outlined in this RFP.
- B. **System Coordination:** Respondent and partners must coordinate and participate in the following manner or with the following agencies:
- 1) 2-1-1 Database: Detailed experience with utilization and/or coordination with the 211 system.
 - 2) Coordinated Entry System (CES): Respondents of this RFP and related service providers will be required to utilize and participate in CES as determined by the City.
 - 3) Memoranda of Understanding (MOU): If partnering with third-party organizations for any portion of the proposed project, an executed MOU must be submitted, outlining the details of each partnership as part of the Proposal.
 - 4) Utilization of Homeless Management Information System (HMIS): Service providers will enter and maintain client data in the approved HMIS, as well as obtain and report required programmatic information and data on a monthly and annual basis.
- C. **Housing First:** Respondents and partners must demonstrate a commitment to ensuring the services created through award of this solicitation, follow the principles of Housing First as outlined by HUD and the U.S. Interagency Council on Homelessness.
- 1) Target Population: Respondents and partners must demonstrate a commitment to assist individuals and households who meet the U.S. Department of Housing and Urban Development's (HUD) definition for

homeless and chronically homeless.

- 2) **Compliance and Performance History:** Respondents and partners must demonstrate compliance with prior City funding awards and consistent conformance with all applicable rules and regulations. The Respondent's prior projects over the previous five (5) years must not have resulted in either financial loss to the City of Garden Grove or audit findings.
- 3) **Financial Considerations:** Respondents must demonstrate an absence of suspensions/debarments, suits/liens/judgments, and criminal or fraud evidence.

D. Preliminary Operator Program Budget:

- 1) The City will provide operating support, subject to budgetary authority;
- 2) All funds associated with operations and provision of services will be funded on a 45-day reimbursable basis by the City to Respondent;
- 3) The operator must establish and maintain 90 days of operating cash reserve at time of contract execution;
- 4) The Shelter operator will be responsible for all services outlined in this RFP;
- 5) Ability to pay for invoices up front and be reimbursed, as some of the grant funds are reimbursement only.

E. Management and Operations Plan: Respondent must submit a draft Management and Operations Plan which may be amended after award. In the Management and Operations Plan, the Respondent should explain how they plan to operate the Central Cities Navigation Center within the framework set by the County of Orange Standards of Care for Emergency Shelter Providers (Exhibit A).

PROPOSAL REQUIREMENTS

A complete Proposal package shall be submitted on the City of Garden Grove website (<https://ggcity.org/neighborhood-improvement/request-proposals>) on or before **November 17, 2022 at 4:00 P.M.**

Additionally, five (5) hard copies of the electronic submission shall be delivered to the following location:

City of Garden Grove
Community and Economic Development Department
11222 Acacia Parkway
Garden Grove, CA 92840
ATTN: Timothy Throne, Sr. Program Specialist

City of Garden Grove

RFP: Central Cities Navigation Center

One of the hard copies shall be marked as “ORIGINAL” and shall be wet signed by a company official with the power to bind the company and submitted to the City of Garden Grove. Please be explicit in identifying the appropriate contractual person with legal authority to bind the company for contract execution purposes.

All project proposals must contain the following sections and information to be considered responsive:

I. **Operator Experience and Capacity - (30 points)**

- A. **Team.** Describe the team members and their duties as part of the team. Resumes of key staff should be included. If more than one nonprofit is partnering in the service delivery describe the role of each entity. Documentation to be included in the Exhibits for each entity:
- 1) An organizational chart showing lines of responsibility
 - 2) Documentation that each entity is certified by the U.S. Internal Revenue Service as a 501(c)(3) tax exempt non-profit corporation
 - 3) Documentation that each entity is in good standing with local, state and federal compliance.
- B. **Experience.** Describe the team’s experience providing social service programs to individuals experiencing homelessness and operating a year-round shelter/navigation center, with an emphasis on experience gained in the last five years on projects similar to the proposed Central Cities Navigation Center.
- 1) Identification of Project Lead or Program Director assigned to oversee implementation of Year-One operations of the Central Cities Navigation Center. Describe this team member’s experience with start-up operations.
 - 2) Describe team’s experience working in the coordinated entry system. Describe team’s property management experience.
 - 3) Provide data and information about performance outcomes for similar projects assuring exits to permanent housing.
- C. **Capacity.** Describe the team’s administrative and managerial capacity to oversee the work necessary to successfully operate the Central Cities Navigation Center. Provide evidence of Respondent team’s financial strength and ability to raise private capital for the proposed uses.
- D. **References.** Include a list of at least three (3) references from public agency partners with full names, title, contact phone and email information, and identification of the projects in which similar shelter operational services were provided.

II. **Program Design and Outcomes – (25 points)**

- A. **Program Description.** Detailed narrative describing the proposed navigation center and explaining how the shelter will ensure that multiple populations can be served. Please make sure to address the following information:

- 1) **Continuum of Care System.** Explain how the proposed shelter will be integrated into the larger Continuum of Care system.
- 2) **HMIS.** Describe organization's experience working in HMIS and your plan to comply with HMIS requirements.
- 3) **Permanent Housing.** Describe how clients will be connected to permanent affordable housing through the use of rapid rehousing or other systems.
- 4) **Client Referral Process.** Describe how referred clients will be linked with other organizations and service providers in compliance with its use of the Coordinated Entry System and to ongoing services, including physical and behavioral health care and job readiness.
- 5) **Admission Criteria and Procedures.** Describe admission criteria and procedures including client rules and guidelines, identification requirements, screening requirements, bed reservation system, new clients, day leave and returning clients and hours of operation.
- 6) **Re-admission Procedures.** Describe exit and re-admission policies and procedures.
- 7) **Types of Services.** Describe the type of on-site and off-site services to be provided including, but not limited to: housing location and navigation, outreach and engagement, intake and assessment, case management, residential services, substance abuse counseling and crisis intervention services.
- 8) **Program Outcomes.** Describe how program outcomes listed in the table will be met.
- 9) **Case Management.** Describe the level and frequency of case management and explain how these case management services will increase stability.
- 10) **COVID-19/Infectious diseases.** Describe modifications to address the ongoing pandemic procedures and any potential infectious diseases.

III. Service Delivery Method and Staffing – (20 points)

- A. Provide information detailing the proposed number of full-time equivalent staff (FTE) for each program service, coordination with substance abuse counselors/graduate students and programs provided on-site, management plan including hiring and training policies, emergency procedures, conflict resolution and safety conduct.
- B. Provide a *Staff Responsibility Matrix* for the CCNC volunteer monitoring, referral service and staff coordination.
- C. Describe how the Staffing Plan is consistent with the Management and Operations Plan.
- D. Respondent must address the following topics in the draft Operations and Management Plan (OMP). Respondent may submit an OMP for an existing emergency shelter currently operating in California. The document may be amended

after award of contract for operation of the CCNC. If the OMP does not include all of the required topics, additional information may be included as a narrative in this section, or as a supplemental exhibit to the existing OMP. Any deviations from the level of services described in the draft OMP must be clearly described in this section.

- 1) Describe your **Volunteer Management Plan** including a plan for the recruitment, training and management of volunteers for the program. Please describe the role of volunteers and volunteer policies including a description of volunteer tasks, selection, screening, and background checks, orientation and training, lines of authority.
- 2) Describe how your organization will operate the CCNC in accordance to the **County of Orange Standards of Care for Emergency Shelter Providers**.
- 3) Describe the **Safety Policy** for the facility including facility maintenance, fire and earthquake safety, fire prevention procedures, lighting, loitering, entrance and exit procedures, alarms and cameras and on-site Security personnel.
- 4) Describe the **Health Policies** related to possession of controlled substances, drug policies, disease prevention, drug possession, etc.
- 5) Describe the **Security Plan** for the facility.
- 6) Describe **Food Policies** related to the provision of nutritional needs of clients, restricted medical diets, health department standards and the sanitary storage and preparation of food.
- 7) Describe the policies of how the facility will accommodate pet and service animals. Describe **Transportation Policies** pertaining to pedestrian traffic and parking, bus and shuttle, personal vehicle transportation and parking, etc.
- 8) Describe **Non-Discrimination Policies** including, gender-specific programming, compliance with Americans Disability Act, Sexual Harassment and Policy regarding Sex-Offenders.
- 9) Explain **Grievance Policies and Procedures** related to receiving and posting the policy, process to make a complaint, resolving a grievance, meeting with staff and whistleblower policy.
- 10) Describe your agencies policies regarding **Personal and Database Confidentiality**.

IV. Operator Program Budget – (15 points)

- A. Clearly identify and detail all program costs/uses associated with each funding source identified in the RFP including but not limited to personnel, case managers, housing navigators, on-site security, and transportation.
- B. Provide line item cost of services including in-kind values.
- C. Provide a detailed estimate of cost per client.
- D. Provide funding source associated with each line item.

V. **Project Sustainability – (10 points)**

- A. Detail a narrative description addressing the sustainability of the Central Cities Navigation Center over a ten-year period.

VI. **Required Exhibits and Attachments**

Respondent shall submit the following attachments:

- A. 501c(3) letter and evidence in good standing for each partner
- B. Three years of audited financial statements (including management letters)
- C. Minimum of two (2) references associated with current homeless shelter contracts
- D. Memorandums of Understanding (MOU) with Third Party Organizations (if applicable)
- E. Business Plan shall include an Operational Program Budget for the Shelter Operation (10 years)
- F. Preliminary Sources and Uses Statement
- G. Organizational Chart, including key staffing for the proposed project
- H. Staff Resumes and Job Descriptions
- I. Individual Service Plan (Draft)
- J. Management and Operations Plan (Draft)
- K. Program Policies & Procedures (Draft)
- L. Good Neighbor Plan (Draft)
- M. Shelter Client Rules (Draft)
- N. Letters of commitment for services

Please include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Creative and innovative ideas can be addressed through-out the proposal. Respondents are cautioned this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

GENERAL INFORMATION

1) Request for Information or Clarification:

All questions or requested clarifications shall be made only in writing to Sr. Program Specialist Timothy Throne via email at timothyt@ggcity.org no later than **October 28, 2022 by 4:00 P.M.** No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

2) City Reserve's the Right to:

- a) No obligation to pay costs incurred in preparation of a response to this RFP.

b) All data, documents and other products used, developed or produced during response preparation to the RFP will become property of the City.

c) Reject, replace or approve any and all Respondents.

- 3) Coordination:** Coordination by the awarded Provider with the City, as well as other Contractor and agencies will be required to achieve satisfactory and timely delivery of the required work. Coordination may include, but not be limited to, coordination with impacted businesses, neighborhood and civic groups, local and/or state agency boards and staff, or attendance at Community and Housing Commission meetings or City Council meetings.

The City will decide the manner in which the coordination efforts will be conducted. At the City's option, coordination efforts may be performed by the City's authorized representative. When coordination efforts require agreements, such agreements shall be coordinated with the City.

- 4) Business License:** The selected Respondent shall be required to obtain a City of Garden Grove business license within 30 days of selection and must provide a copy to the City project manager or designee prior to commencing any work in Garden Grove.
- 5) Authorized Signer:** The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the Consultant.

6) Addendum:

Any changes in RFP from the date of release to the date of submittal of inquiries/questions will be summarized in an addendum or amendment to the RFP.

Notification of such addendum or amendment shall be posted on City of Garden Grove website (<https://ggcity.org/neighborhood-improvement/request-proposals>) as set forth in the Notice Inviting Proposals. Addenda shall become part of the agreement documents.

- 7) Public Record:** Proposals will become public record after submission. Interested offers may submit a written request to receive the results of the evaluation. City will make best efforts to maintain Respondent information identified as proprietary information confidential, to the extent allowed under the California Public Records Act. Submit your request to, City of Garden Grove Community and Economic Development Department,

Attn: Timothy Throne, Sr. Program Specialist, 11222 Acacia Parkway, Garden Grove, CA 92840.

AGREEMENT INFORMATION

- 1) Hold Harmless:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, Homeless Division, its officers, agents and employees (collectively, the “Indemnified Parties”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, “Claims”), which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Contract (including, without limitation, defects in workmanship and/or materials) or Contractor’s presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, Contractor, subcontractor, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney’s fees in any action on or to enforce the terms of the Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Contractor.
- 2) Termination:** The City reserves the right to terminate the contract, without penalty, for cause immediately or without cause.

 - a. In the event Contractor fails or refuses to timely perform any of the provisions of the Agreement in the manner required, or if Contractor violates any provision of the Agreement, Contractor shall be deemed in default. City shall provide written notice of such default to Contractor Agency. Contractor shall cure said default within a period of two (2) working days. If such cure is not completed in a timely manner, City may assess liquidated damages or terminate the Agreement forthwith by giving written notice to Contractor Agency. City may, in addition to the other remedies provided in the Agreement or authorized by law, terminate this Agreement by giving written notice of termination. Contractor shall be responsible

for all costs incurred by City, including replacement costs of equipment and labor required to provide service during Contractor default.

- b. This agreement may be terminated without cause by City and/or Homeless Division upon thirty (30) days written notice delivered to the Contractor either personally or by mail. Upon termination, City and/or Homeless Division shall pay to Contractor that portion of compensation specified in the Agreement that is earned and unpaid prior to the effective date of termination.
- 3) Contractor Option for Termination:** The Contractor may request termination of the contract when conditions during the contract make it impossible to perform or when prevented from proceeding with the contract by act of God, by law or official action of a public Homeless Division or in the event on nonpayment by the City or Homeless Division. Such request will require one-hundred and eighty (180) days written notice prior to contract termination date requested. In the event of nonpayment of undisputed sums by the City and/or Homeless Division, Contractor shall give the City and/or Homeless Division thirty (30) working days to cure the alleged breach.
 - 4) Employment Opportunities for Garden Grove Residents:** Contractor shall solicit and advertise employment opportunities to Garden Grove residents. The City shall inform the Contractor of areas to publicize recruitment opportunities, such as the Garden Grove Buena Clinton and Magnolia Family Resource Centers. Such effort and procedure will be provided to the City for review.
 - 5) Compliance with Applicable Laws and Regulations:** Contractor shall perform all requirements under the contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.
 - a. Contractor warrants that the performance of services under the contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of the contract.

INSURANCE REQUIREMENTS

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractor, if any, to obtain and maintain insurance as described below:

- 1) Workers Compensation Insurance. CONTRACTOR shall maintain workers compensation insurance in the amount and type required by California law, if applicable.
- 2) Commercial General Liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY.
- 3) Automobile Liability in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY.
- 4) Sexual Misconduct in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by CITY. (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY.
- 5) Professional Liability in an amount not less than \$1,000,000 per occurrence/per claim; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- 6) Directors & Officers Liability in an amount not less than \$1,000,000 per occurrence/per claim; Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

Additional Insured Endorsements and Loss Payee Endorsement:

An additional insured Endorsement for on-going and products-completed operations under the commercial general liability policy (Subsection "2" above) shall designate the City of Garden Grove and its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for automobile liability policies (Subsection "3" above) shall designate the City of Garden Grove and its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

City of Garden Grove

RFP: Central Cities Navigation Center

An additional insured Endorsement for sexual misconduct policies (Subsection “4” above) shall designate the City of Garden Grove and its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of sexual misconduct. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY’s requirements, as approved by the CITY.

CONTRACTOR shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advanced written notice of any material change, cancellation, or termination of coverage.

For any claims related to this Agreement, CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Garden Grove, and its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR’S insurance and shall not contribute with it. Claims made and modified occurrence policies are not acceptable.

IF CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

EXHIBIT A – COUNTY OF ORANGE STANDARDS OF CARE FOR EMERGENCY SHELTER PROVIDERS



County of Orange
Standards of Care
for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

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

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

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

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

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

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

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

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

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

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

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

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

Denial of Admission

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

Reasons for denial may include any of the following:

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

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

1.2.2. Intake and Orientation

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

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

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

1.2.3. Participant's Rights and Responsibilities

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

At a minimum, participant's rights must include:

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

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

Participant's responsibilities will include:

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

1.2.4. Equal Access and Gender Identity

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

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

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

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

1.2.5. Non-Discrimination

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

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

1.2.6. Reasonable Accommodations

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

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

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

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

1.2.7. Service Animals and Support Animals

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

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

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

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

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

1.2.8. Communication Accessibility

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

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

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

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

1.2.9. Participant Feedback

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

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

1.2.10. Incident Reporting

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

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

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

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

Email: OCShelterFeedback@ochca.com

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

1.2.11. Grievances

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

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

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

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

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

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

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

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

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

County Grievance Appeal Process

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

Dispute Resolution Services

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

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

1.2.12. Program Exits

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

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

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

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

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

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

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

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

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

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

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

1.2.13. Hours of Operation and Curfew

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

1.2.14. Coordinated Entry System Integration

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

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

1.2.15. Food Services

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

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

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

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

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

1.2.16. Medication Storage

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

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

1.2.17. Storage and Personal Belongings

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

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

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

1.2.18. Safety and Emergency Preparedness

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

Policies and Procedures must include the following:

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

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

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

1.2.19. Communicable Diseases

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

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

2. Supportive Services

2.1. Case Management Access

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

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

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

2.2. Assessments

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

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

2.3. Housing Plans

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

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

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

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

2.4. Housing Focused Services

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

2.5. Services, Referrals and Linkages

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

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

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

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

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

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

2.6. Transportation

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

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

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

3. Staff Training

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

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

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

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

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

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

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

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

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

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

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

Interior air quality:

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

Water supply:

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

Thermal environment:

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

Illumination and electricity:

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

Sanitary facilities:

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

Food preparation:

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

Fire safety:

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

Emergency:

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

4.2. ADA Facility Standards

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

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

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

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

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

4.3. Hygiene Products

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

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

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

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

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

4.4. Hazardous Materials

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

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

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

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

5. Administration

5.1. Policies and Procedures

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

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

5.2. Staffing

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

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

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

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

5.3. HMIS Participation and Documentation

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

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

5.4. Document Storage and Retention

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

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

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

5.5. Quality Assurance

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

5.6. Program Monitoring

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

5.7. Reporting

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

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

5.8. Waivers

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

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

6. Attachments

Attachment 1

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



Today's Date:	Date & Time of Incident:	Date of Notification of the Incident (if different from incident date):	Date Incident Report Submitted:	Was This Incident Reported Within 24 Hours of the <u>Date of Incident</u> (Required): <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, please explain circumstances:</i> _____ _____	
Provider:			Staff Name:		
Staff Telephone Number:			Staff Email Address:		
Program Manager:			Program Manager Phone Number:		
Address Where Incident Occurred:			Person to Contact Regarding the Incident: Name: _____ Title: _____		
Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.) _____ _____					
Type of Incident (incidents occurring on premises) – Check all that apply: *Requires additional and immediate telephone notification to County					
<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	Violence: <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	Evacuation: <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.)	Death: <input type="checkbox"/> * Death on premises <input type="checkbox"/> Death reported past discharge
Description of Incident (facts, timelines, outcome) – List any necessary notifications made: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____					
Did debriefing occur with shelter staff involved in the incident? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Brief description: _____ _____ _____					



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

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

Administrative Use Only

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

Attachment 2

Shelter Grievance Form

PROVIDER NAME

County of Orange, Office of Care Coordination



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

- Email:
- Address:

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

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

Identifying information

Full Name (Please Print): _____ Date: _____

Phone: _____ Email: _____

Other means of contact: _____

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

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

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

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

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

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

Shelter Grievance Form

PROVIDER NAME

County of Orange/Office of Care Coordination



Grievance Description	<p>Grievance Description <i>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.)</i></p>
	<p>Desired Outcome <i>State what you would like to see happen with regard to this grievance.</i></p>

Participant's Signature: _____ Date: _____

Administrative Use Only	Internal Log # _____
Date Received by Staff: _____	
Staff Name and Position: _____	
Grievance Type: <input type="checkbox"/> Grievance <input type="checkbox"/> Appeal	

Attachment 3

County of Orange Health Care Agency, Office of Care Coordination Shelter Grievance Process



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

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

STEP 1: Shelter Grievance Process

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

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

STEP 2: Shelter Appeal Process

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

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

STEP 3: County of Orange Grievance Appeal Process

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

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

In order to begin this process please contact the County:

By Telephone:
Grievance Specialist

By Email:
OCshelterfeedback@ochca.com

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

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



Desired Outcome <i>State what you would like to see happen with regard to this appeal.</i>

Additional Space

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

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

Email: OCshelterfeedback@ochca.com

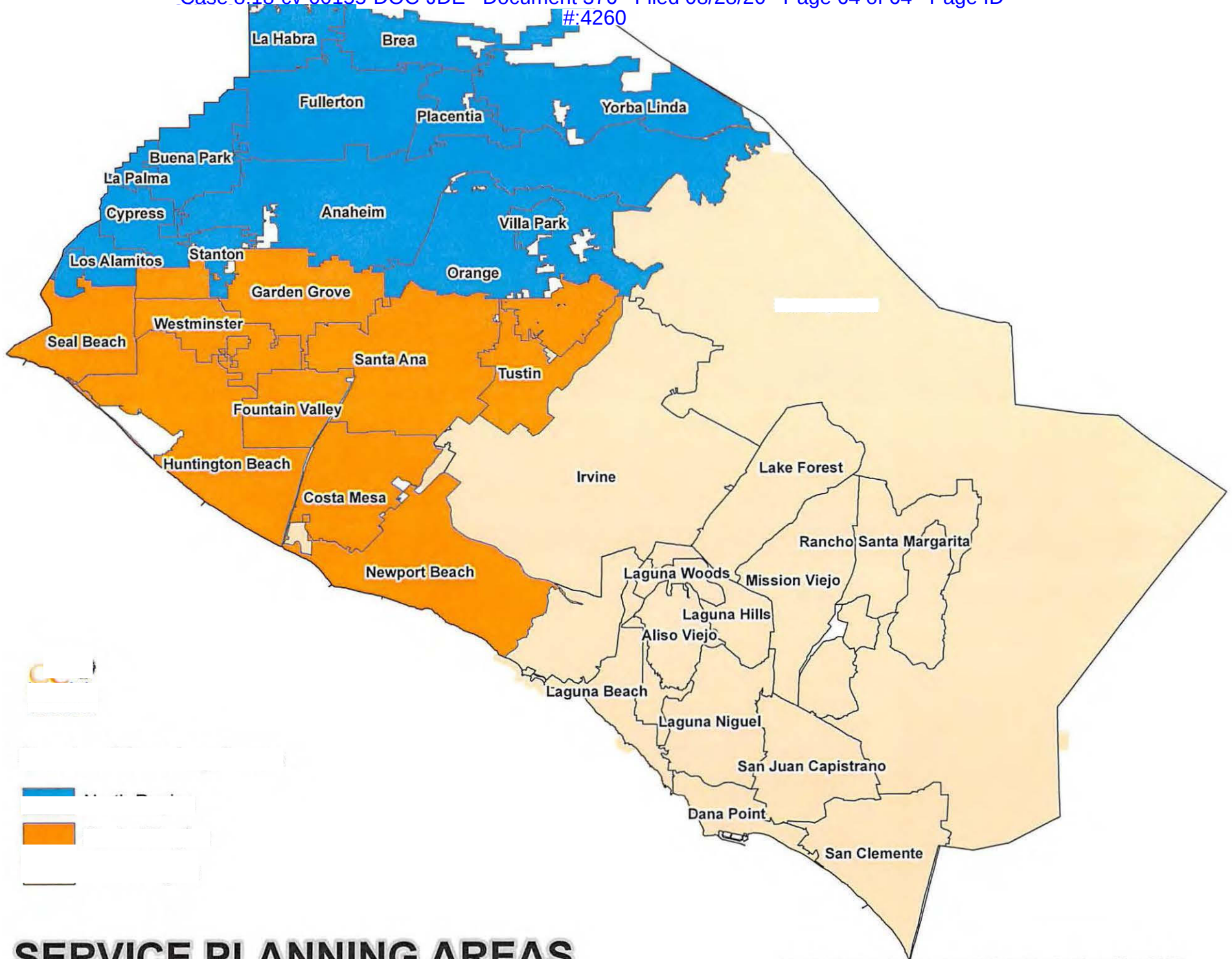
Mailing Address: Orange County Health Care Agency
Office of Care Coordination
405 W. 5th Street, Suite 658 Santa Ana, CA, 92701

<u>Administrative Use Only</u>		Internal Log # _____
Name of staff reviewing appeal: _____	Staff position: _____	
Date staff received form: _____		
Actions:		
<input type="checkbox"/> Referred participant back to shelter provider.	Reason: _____	
<input type="checkbox"/> Grievance appeal review.	Due date: _____	

ATTACHMENT

B

ATTACHMENT B



SERVICE PLANNING AREAS

EXHIBIT B – TRI-CITIES MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES
OF GARDEN GROVE, FOUNTAIN VALLEY, AND
WESTMINSTER TO COOPERATE ON THE DEVELOPMENT OF
A NAVIGATION CENTER FOR THE CENTRAL ORANGE
COUNTY SERVICE PLANNING AREA**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is dated as of June __, 2022 (“Effective Date”), and entered into by and among the Cities of Garden Grove, Fountain Valley, and Westminster, each of which is a municipal corporation organized and existing under California law (cumulatively the “City Parties” or “Parties,” and at times individually a “City Party”), with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the County of Orange (“Orange”) has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the increased rates of persons with untreated addictive disorders involving substance abuse and mental health conditions, the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities (“Public Property”) in violation of local anti-camping, anti-loitering, and/or park closure ordinances and regulations;

WHEREAS, the use of Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their wellbeing, and negatively impacts the health, safety, and general welfare of the community by degrading the environmental and physical condition of such Public Property, increasing risks associated the spread of illnesses, and frustrating the public purpose for which such Public Property is dedicated;

WHEREAS, in efforts to address this crisis, the County established an integrated Continuum of Care (“CoC”) to guide homeless individuals and families through a comprehensive array of services and housing designed to prevent and end homelessness;

WHEREAS, to better coordinate access points, assessments, resources, and programs serving persons experiencing homelessness, the CoC divided the County into three (3) geographic “Service Planning Areas” (or “SPAs”), with the “Central Service Planning Area” (“Central SPA”) including the cities of Westminster, Garden Grove, and Fountain Valley;

WHEREAS, The City Parties desire to cooperate to establish a new Navigation Center and to memorialize this non-binding statement of intent by each of the City Parties to cooperate and act in good faith to enter into a comprehensive final MOU between the City Parties which will define the respective rights and responsibilities of each City with respect to the acquisition of a site, financing, operations, and the provision of Services at the Navigation Center.

WHEREAS, in addition to addressing the needs of homeless persons through the provision of overnight shelter, the City Parties covenant to work together, in furtherance of the CoC, towards developing and increasing the Central SPA’s inventory of long-term affordable and supportive housing units, such that homeless persons receiving services under this Agreement may transition from temporary or emergency shelter facilities, and into long-term and stable housing solutions; and

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURPOSE

In furtherance of the health, safety, and well-being of all their residents and to return and preserve Public Property for its intended purpose, the City Parties, located within the Central SPA, desire to work together cooperatively and in good-faith towards developing a regional solution to the current homeless crisis within their respective jurisdictions;

This Agreement is a non-binding statement of intent by each of the City Parties to cooperate and act in good faith and to expeditiously enter into a final MOU between the City Parties which will define the rights and responsibilities of the Parties with respect to the acquisition of a site, financing, operations, and the provision of Services, as defined below, at the Navigation Center.

It is the intention of the City Parties to pursue the award of available grant funds under county, state, and federal programs towards the acquisition, construction, and operation of the new Navigation Center to be located within the boundaries of the City Parties, and intended to exclusively serve the unsheltered homeless population currently residing within the jurisdiction of the City Parties;

2. DEFINITIONS

In addition to the other terms and phrases defined elsewhere in this Agreement, the following key capitalized terms and phrases used throughout this Agreement shall have the meaning assigned in this Section.

2.1. “Center Operator” shall mean and refer to the third-party contracted by a Host City to provide comprehensive and “turnkey” day-to-day management and operation of a Navigation Center.

2.2. “Guests” shall mean and refer to homeless and chronically homeless adults, children, and families located within the Program Area.

2.3. “Guest Capacity” shall mean and refer to the number of beds provided in a Navigation Center.

2.4. “Host City” shall mean and refer to the City of Garden Grove.

2.5. “Navigation Center” shall mean and refer to those public facilities to be acquired, constructed, and operated in the Host City under this Agreement.

2.6. “Operating Plan” shall mean and refer to plan approved by a Host City, Party Representatives, and a Center Operator, that details the terms, conditions, and standards by which Services are made available to Guests at a Navigation Center.

2.7. “Party Representative” shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.

2.8. “Party Share” shall mean and refer to that portion of the City Program Costs allocated to each City Party.

2.9. “Program” shall mean and refer to the Parties’ cooperative financing and planning for the acquisition, construction, operation and the provision of Services at the Navigation Centers, and the cooperative sharing among the Parties of Guest Capacity at the Navigation Centers.

2.10. “Program Area” shall mean and refer to the area within the city limits of the City Parties.

2.11. “Program Costs” shall mean and refer to the costs incurred by the Parties in the acquisition of Navigation Center sites and the completion of modifications or capital improvements thereto, and annually to operate the Navigation Centers during the Term.

2.12. “Program Funds” shall mean and refer to all funds paid by or to the Parties under this Agreement, including but not limited to any grant funds received by the Parties and contributed towards the Program.

2.13. “Program Property” shall mean and refer to all real and personal property purchased or acquired with Program Funds.

2.14. “Services” shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at Navigation Centers, as described in an Operating Plan.

3. TERM

3.1. General Term. This Agreement shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first

paragraph above, and shall remain in full force and effect until terminated by the execution of a successor MOU or 12 months from the Effective Date, whichever occurs sooner. The Term may be extended upon the mutual written agreement of the Parties, or earlier terminated in accordance with the provisions of this Agreement.

3.2. Termination by City Parties.

a) **Notice and Effective Date.** Notwithstanding Section 3.1, any City Party may terminate its participation in this Agreement by providing 30 day's written notice to all other Parties.

b) **Continuing Enforceability.** Following the effective date of termination, the terminating City Party shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein.

4. NAVIGATION CENTERS

4.1 City Navigation Centers. The Parties desire to work cooperatively and combine their respective resources for purposes of providing and coordinating the provision of Services to Guests at a Navigation Center located in the Program Area, and to acquire, construct, develop, and operate the new Navigation Center. To accomplish this task, the Parties agree to negotiate in good faith and cooperation to finalize and execute a C-SPA Navigation Center MOU which will address, at a minimum, the following topics:

- a) **Funding and Financial Provisions.** Funding for the Navigation Center property acquisition, necessary improvements, operational equipment, fixtures and furnishings, and ongoing operations.
- b) **Construction and Maintenance**
- c) **Use and Operations**
- d) **Security**
- e) **Community Coordination and Communication**
- f) **Disputes, Defaults and Remedies**
- g) **Indemnity and Insurance**
- h) **Standard Provisions for a Multi-Agency Agreement**

5. CONSTRUCTION AND MAINTENANCE OF THE NAVIGATION CENTER

5.1. Ownership. The Navigation Center shall be owned by the applicable Host City, together with any Program Property in the custody or possession of a Host City; provided the Navigation Center and Program Property shall be utilized by the Host City exclusively for purposes consistent with this Agreement.

5.2. Design. The Host City shall have final authority over the design and construction of

the Navigation Center located in its jurisdiction, in accordance with the Host City's ownership rights and plenary land use authority. Prior to a Host City's commencement of construction of, or significant modifications or improvements to, a Navigation Center, the City Managers or their delegated City Representatives will be provided a reasonable opportunity to review and provide input on the proposed design and amenities of the Navigation Center, and the Host City will, in good faith, consider the input of the Party Representatives in finalizing the same.

5.3. Host City as "Lead Agency." The Host City for the Navigation Center shall be the "lead agency" for purposes of improvements or modifications thereto, as well for the environmental review, acquisition, development, and construction of a Navigation Center, and the operation, cleaning, maintenance, or repair of a Navigation Center.

5.4. Security. The Host City will ensure that adequate security measures and policies are incorporated into the Navigation Centers' construction and operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the Host City, Center Operator, and the Party Representatives.

6. USE AND OPERATION OF NAVIGATION CENTERS

6.1. Exclusive Purpose of Navigation Centers. A Navigation Center subject to this Agreement will be used by the Parties exclusively for the purpose of providing Services to Guests located within the Program Area. The Parties agree to work cooperatively and in good faith, and to take such reasonable action(s) or precaution(s) as deemed necessary, to effectuate the purpose of this Section.

6.2. Use and Access of Navigation Centers. In consideration for the City Parties' payment of their respective Party Share, each City Party shall have the right to utilize an approximately equivalent percentage of its Party Share of total Guest Capacity in the Navigation Centers. The Parties shall have access to and utilize the monitoring and logging system developed and operated by the County to track the real-time availability of Guest Capacity in the Navigation Centers, and to make arrangements and reservations for the transportation of Guests thereto and therefrom. Parties utilizing Guest Capacity in Navigation Centers shall comply with the applicable Operating Plan.

6.3. Host City Priority. The Host City shall have priority to utilize the available Guest Capacity in their respective Navigation Center, and shall have the right of first refusal in the event of capacity overflow or shortages.

6.4. Annual Review of Party Usage. The Guest Capacity utilized by each City Party shall be reviewed not less than once per year in conjunction with an Annual Meeting and in light of an Annual Report and Annual Audit, and the results of this review shall be used for making any necessary adjustments to the Party Shares or the Cost Allocation Plan to ensure the Parties' financial obligations hereunder accurately reflect the benefit derived; as well as to make any necessary revisions to the Operating Plans to further the goals and objectives of this Agreement.

6.5. Low-Barrier Access. The Navigation Centers shall be considered “low barrier” facilities for purposes of Guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operating Plan, as such may be approved by the Party Representatives and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the Host City is a party. Except as required to comply with applicable law or court order, the Navigation Centers shall not be “no-barrier” facilities, and shall have, at a minimum, access or entry conditions for Guests that are substantially similar to those utilized by the other Navigation Centers, and screening for felony warrants or registration as a sex offender as may be included in the Operating Plan.

6.6. Community Coordination and Communication. The Parties are committed to communication with neighbors on an ongoing basis. During the Term, the Parties and the Center Operators will work together cooperatively and in good faith to facilitate community forums, generate educational or outreach materials, and engage in similar activities to promote or further the purposes of the Program. The goal of such efforts will be to provide members of the community with opportunities to ask questions and receive information about the Navigation Centers and the Program. Any printed or published materials relating to the Program shall be subject to approval by the Party Representatives.

7. MISCELLANEOUS

7.1. Notice. Any notices provided to any Party in connection with this Agreement shall directed to the City Manager of the City Parties.

7.2. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

7.3. Governing Law and Venue. This Agreement 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 Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and 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.

7.4. Amendments / Entire Agreement. Amendments to this Agreement must be in writing and approved by the governing body of each Party. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof, and it supersedes any prior written or oral agreements with respect to the subject matter.

7.5. Severability. If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.6. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so.

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

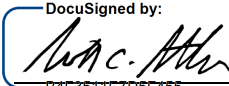
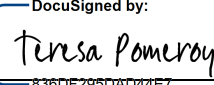
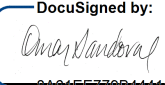
7.8. Authority. The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.

7.9. Assignment. Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties, and any such assignment without consent shall be null and void.

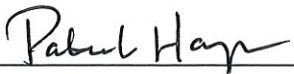


7.10. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

<p>CITY OF FOUNTAIN VALLEY</p> <p>By: _____ City Manager</p> <p><u>Attest:</u></p> <p>_____</p> <p><u>City Clerk</u></p> <p><u>Approved as to form:</u></p> <p>_____</p> <p><u>City Attorney</u></p>	<p>CITY OF GARDEN GROVE</p> <p>DocuSigned by:  7/11/2022 By: _____ City Manager Scott Stiles <small>B4F3511E7D9F435...</small></p> <p>Attest:</p> <p>DocuSigned by:  7/11/2022 _____</p> <p>City Clerk <small>836DF295DAD44E7...</small></p> <p>Approved as to form:</p> <p>DocuSigned by:  7/11/2022 _____</p> <p>City Attorney <small>8A01EE779B44411...</small></p>
<p>CITY OF WESTMINSTER</p> <p>By: _____ City Manager</p> <p>Attest:</p> <p>_____</p> <p>City Clerk</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney</p>	

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

<p>CITY OF FOUNTAIN VALLEY</p> <p>By: <u></u> Mayor</p> <p>Attest:</p> <p><u></u> City Clerk</p> <p>Approved as to form:</p> <p><u></u> City Attorney</p>	<p>CITY OF GARDEN GROVE</p> <p>By: _____ City Manager</p> <p>Attest:</p> <p>_____ City Clerk</p> <p>Approved as to form:</p> <p>_____ City Attorney</p>
<p>CITY OF WESTMINSTER</p> <p>By: _____ City Manager</p> <p>Attest:</p> <p>_____ City Clerk</p> <p>Approved as to form:</p> <p>_____ City Attorney</p>	

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

<p>CITY OF FOUNTAIN VALLEY</p> <p>By: _____ City Manager</p> <p><u>Attest:</u></p> <p>_____</p> <p><u>City Clerk</u></p> <p><u>Approved as to form:</u></p> <p>_____</p> <p><u>City Attorney</u></p>	<p>CITY OF GARDEN GROVE</p> <p>By: _____ City Manager</p> <p><u>Attest:</u></p> <p>_____</p> <p>City Clerk</p> <p><u>Approved as to form:</u></p> <p>_____</p> <p>City Attorney</p>
<p>CITY OF WESTMINSTER</p> <p>By: <small>DocuSigned by:</small> <u>Christine Cordon</u> July 6, 2022 <small>E96B476EAA77446...</small> City Manager</p> <p><u>Attest:</u></p> <p><small>DocuSigned by:</small> <u>Lucie Colombo</u> July 6, 2022 <small>027C499C15BB476...</small> Interim City Clerk</p> <p><u>Approved as to form:</u></p> <p><small>DocuSigned by:</small> <u>Christian Bettenhausen</u> <small>D9B13911210F474...</small> City Attorney</p>	

EXHIBIT C – PROPOSED CENTRAL CITIES NAVIGATION CENTER DESIGN PLANS

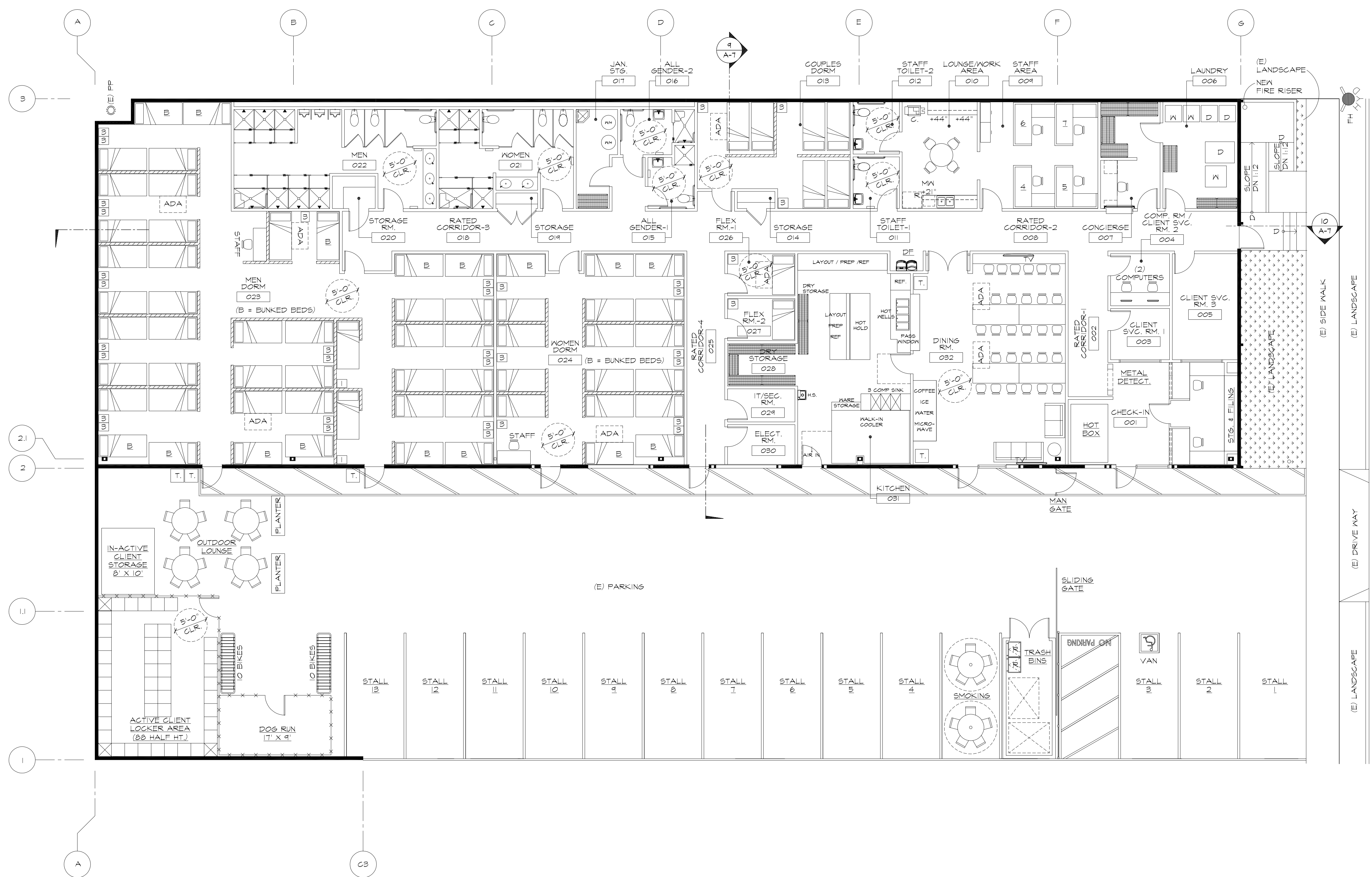


EXHIBIT D – SAMPLE BUDGET

Central Cities Navigation Center Operating Budget - 170 Individuals
(Please respond to the items listed and add additional lines/items you anticipate)

PERSONNEL

Title	FTE	Annual Salary	Annual Benefits	Monthly Cost	Year 1 (12 mo) Cost
Program Staff					
Program Manager					
Substance Abuse Counselor					
Housing Navigator					
Program Staff Total	0	\$ -	\$ -	\$ -	\$ -
Admin Staff					
Admin Staff Total	0	\$ -	\$ -	\$ -	\$ -
TOTAL STAFF COSTS	0	\$ -	\$ -	\$ -	\$ -

On-Site Program Staff Ratio: _____

PROGRAM	Start - Up Costs	Description	Monthly Cost	Year 1 (12 mo) Cost
Client Transportation				
Bus Passes				
Meals/Snacks/Beverages				
Paper and Plastic Goods for Meals & Restroom				
Pet Care				
Contractual Services				
PROGRAM TOTAL	\$ -		\$ -	\$ -

FACILITY COSTS *	Start - Up Costs	Description	Monthly Cost	Annual Cost
Metal Detectors				
Janitorial				
Appliance Repairs				
Pest Control				
Telecom/Wi-Fi				
Security				
Insurance				
FACILITY TOTAL	\$ -		\$ -	\$ -

*Facility costs/additional costs to be determined between Property Owners, City, Operator before the shelter opens

OTHER EXPENSES	Start - Up Costs	Description	Monthly Cost	Annual Cost
COVID Costs				
Client Supplies				
Office Supplies				
Linens				
Laundry/Hygiene				
OTHER EXPENSE TOTAL	\$ -		\$ -	\$ -
TOTAL OPERATING COST: MONTHLY AND ANNUAL (YEAR 1, 12 MONTHS)			\$ -	\$ -

Cost of Living Percentage to be applied each fiscal year beginning July, 2024

Cost per client:

EXHIBIT E – SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Service Provider**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide emergency shelter operations and supportive services, as described in Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of two (2) years from full execution of the agreement, with an option to extend said agreement additional four (3) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance

companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
XXXXXXXXXXXXXXXXXX
Attention: XXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXX, CA 9XXXX

 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\ \\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date