

# **Attachment A**

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF VICTORVILLE  
AND  
HOPE THE MISSION  
FOR  
WELLNESS CENTER SHELTER OPERATOR  
PROJECT NO. JM23-090**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "**Agreement**"), dated this 6<sup>th</sup> day of June, 2023 for reference purposes only, is made and entered into by and between THE **CITY OF VICTORVILLE**, a California municipal corporation and charter city located in the County of San Bernardino, State of California, hereinafter referred to as the "**City**" or "**Victorville**", and **HOPE THE MISSION**, a California non-profit corporation, hereinafter referred to as "**Consultant**." City and Consultant are sometimes hereinafter referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS:**

**WHEREAS**, the City requires a Consultant/Professional Services Provider to provide **Shelter Operator Services** as described in the Request for Proposals ("**RFP**") issued for Project No. JM23-090 (the "**Project**"); and

**WHEREAS**, Consultant provided a response to said Project RFP, and following an evaluation process was selected by the City to provide said Shelter Operator services; and

**WHEREAS**, Consultant represents and warrants that it is fully qualified, certified, and appropriately licensed to provide the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

**WHEREAS**, Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (*Government Code § 81000 et seq.*), 2 CFR Part 200, or any other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information; and

**WHEREAS**, in light of the facts set forth above, the City desires to retain the services of a qualified Professional/Consultant to provide, on an independent contractor basis, **Shelter Operator Services** at Victorville's Wellness Center Campus, and certain Changeover Services at the Victorville Interim Shelter, on the terms and conditions set forth herein.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

## **Section 1.**                    **RECITALS**

The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated and made a substantive part of this Agreement by this reference. Capitalized terms in the Recitals not defined therein shall have meanings set out in Section 3 of this Agreement.

## **Section 2.**                    **SCOPE OF SERVICES; TERMS AND CONDITIONS**

a.        The Scope of Services to be performed by Consultant generally involves providing Shelter Operator Services to residents/clients of the Wellness Center (“**Services**”). The Services to be performed are more specifically described in Section II of the RFP for the Project, attached hereto as Exhibit “A-1” (with references to RFP attachments removed), and in Consultant’s response to said RFP attached hereto as Exhibit “A-2”, as such response has been modified and superseded by the Operating Budget and Staffing List as negotiated by the Parties and attached hereto as Exhibit “B”, as well as any other modifying provisions set forth in the main body of this Agreement. The Services shall include all items and procedures necessary to properly complete the work Consultant has been engaged to perform, whether specifically included in the attached Exhibits or not.

b.        Consultant’s obligations hereunder shall further include all provisions and terms and conditions set forth in the RFP for the Project (including any City-issued Addenda pertaining thereto). Said RFP is incorporated and made part of this Agreement by this reference. To the extent there are any conflicts between the provisions set forth in the RFP and those contained in this Agreement, including any Exhibits, the provisions in this Agreement shall prevail. The foregoing notwithstanding, if a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, the RFP, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control.

c.        A map of the Wellness Center Campus is attached hereto as Exhibit “C”.

d. Attached Exhibit “A-1”; Exhibit “A-2”, Exhibit “B”, and Exhibit “C” are incorporated and made part of this Agreement by this reference.

e.        Consultant has further agreed to initially provide Changeover Services to ensure continuity and a smooth transition of shelter operations and residents/clients from the Interim Shelter to the Wellness Center and then transition to providing the Services at the Wellness Center as of the date provided in the written notice described in Section 5 hereof.

## **Section 3.**                    **DEFINITIONS**

In addition to those terms defined elsewhere in this Agreement, the following capitalized terms when used herein shall have meanings set forth below:

“**Including**” or “**Includes**” means “include or including (as applicable) without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.

**“Interim Shelter”** means the currently operating the City-owned, 92-bed interim homeless shelter in the Westwinds Sports Center, located at 18241 George Blvd., Victorville, CA 92394.

**“Changeover Services”** means initial and temporary services to be provided by an individual/site program manager designated by Consultant to ensure operating continuity and a smooth transition of clients/residents and operations from the Interim Shelter to the Wellness Center.

**“Subcontractor”** means an individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Consultant who is performing Services on behalf of Consultant under this Agreement or under a separate contract with or on behalf of Consultant. The term **“Subcontractor”** includes Consultant’s subconsultants, community service partners, independent contractors, and similar persons or entities.

**“Wellness Center Campus”** means the City-owned 170-Bed, low barrier navigation center located at located at 16902 First Street Victorville, CA 92395, and the surrounding grounds. Also referred to hereinafter as the **“Wellness Center”** or the **“Campus”**.

**“Wraparound Services”** means and includes housing navigation, assistance with income stabilization, medical and behavioral health services, recuperative care, substance abuse counseling, case management, job training/placement, assistance with documentation readiness, and other related services that are provided to residents/clients of the Interim Shelter or Wellness Center.

#### **Section 4. COMPENSATION**

a. The City shall pay to Consultant a total sum not to exceed **SIX MILLION TWO HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED NINETY SIX AND 57/100 DOLLARS (\$6,254,296.57)** for faithful performance of the Services to be rendered under this Agreement during the twenty-three month term, based on the Operating Budget and Staffing List attached hereto as Exhibit “B”. The Parties acknowledge and agree that said sum includes an estimated monthly amount of \$8,000, which amount represents the approximate monthly compensation for the Changeover Services to be provided by Consultant, which are anticipated to be required for the period of time described in Section 5. Utilization of the full Operating Budget and Staffing List, provided in Exhibit “B”, shall not be authorized by the City for work and payment until fourteen (14) days prior to the occupancy and operation date described in Section 5.

b. The provisions of Exhibit “B” notwithstanding, in order to receive payments, Consultant shall be required to submit to the City detailed monthly invoices which include, a description of all services/tasks performed (including occupancy data, services provided to clients, and client intake and exit data), the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any. No expense reimbursements, including reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit “B”; (ii) appear on Consultant’s monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any reimbursements shall be made in accordance with any City policy governing same. Provided that services have been satisfactorily rendered and that invoices



submitted include the required detail, the City shall make payment approximately forty-five (45) working days following receipt of Consultant's invoice.

#### **Section 5.**                    **INTERIM SHELTER CHANGEOVER SERVICES; TRANSITION TO WELLNESS CENTER; OPERATING PLAN**

a.        Effective on the Commencement Date of this Agreement (as hereinafter defined), Consultant shall designate a site program manager who shall immediately commence providing Changeover Services to the City to facilitate the smooth transition of residents/clients and operations from the Interim Shelter to the Wellness Center.

b.        City shall provide to Consultant sixty (60) days' advance written notice of the date by which occupancy and operation of the Wellness Center is expected to occur, which date shall also be the date on which the transfer of residents/clients from the Interim Shelter to the Wellness Center shall begin. Thirty (30) days prior to the occupancy and operation date provided in said notice, Consultant shall develop and submit to the City for approval the Wellness Center Shelter Operating Plan ("Plan") described in Exhibit "A-1". Such Plan shall be updated and maintained following City approval during the term of this Agreement.

#### **Section 6.**                    **TERM OF AGREEMENT**

The term of this Agreement shall commence on August 1, 2023 (the "**Commencement Date**") and shall continue for twenty-three (23) months (through June 30, 2025), unless terminated earlier pursuant to Section 21 of this Agreement or extended as set forth herein. Upon the mutual agreement of the Parties, the term of this Agreement may be extended for three (3) successive (but individual) one-year terms, unless: (1) the Parties amend this Agreement as provided for in Section 29; (2) the City gives Consultant written notice of its intent not to extend the Agreement and such notice is provided no later than one hundred eighty (180) days before the end of the then-current term; or (3) the Agreement is terminated earlier pursuant to Section 21. If the City gives Consultant a 180-day notice not to extend, the provisions relating to the Transition Period set out in Section 21.b of this Agreement shall apply.

#### **Section 7.**                    **ASSISTED UNITS REQUIREMENTS**

Consultant has been made aware that City's Homekey Grant requires that at least thirty percent (30%) of the assisted units at the Wellness Center be restricted to occupancy by the Chronically Homeless, as defined in 24 CFR §578.3. Consultant shall work in tandem with the City and the Wraparound Services provider to maintain compliance.

#### **Section 8.**                    **INDEPENDENT CONTRACTOR STATUS OF CONSULTANT**

a.        City retains Consultant on an independent contractor basis and not as an employee. The Parties hereto warrant and represent that Consultant is an independent contractor and not an employee, agent, joint venture, or partner of the City. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Any additional employees/personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such employees/personnel in connection with their performance of Services under this Agreement and

as required by law. Consultant shall be responsible for all reports and obligations respecting such additional employees/personnel, including: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

b. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or between the City and any additional employees/personnel performing the Services under this Agreement on behalf of Consultant. The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other compensation or benefits to any person employed by Consultant to perform the services described in this Agreement. Both Parties acknowledge that neither Consultant, nor any of its employees/personnel are considered City employees for state or federal tax purposes or for any other purpose. Consultant shall retain the right to perform services for others during the term of this Agreement, provided that such work does not create a conflict of interest. Nothing in this Agreement shall be interpreted to imply that the Parties must maintain any contractual relationship with each other on a continuing basis after termination of this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Consultant's employees/personnel after termination of this Agreement.

c. Any provision of this Agreement that may appear to give the City a right to direct Consultant concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of the City concerning the end results of the performance.

#### **Section 9. NOT AGENT OF THE CITY**

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Consultant or by any third person to create the relationship of principal and agent.

b. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

c. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, personnel, Subcontractors, or agents are employees of the City.

#### **Section 10. PRINCIPAL REPRESENTATIVES**

a. **Ken Craft, Chief Executive Officer** or his/her designee, is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **Jenele Davidson, Deputy City Manager** or his/her designee (hereinafter "**Project Manager**") shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement. The Project Manager is also authorized to perform the services administration and monitoring functions specified in Section 16 of this Agreement, and such other functions and duties as are specified elsewhere in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

## **Section 11.**

### **STANDARD OF PERFORMANCE; WARRANTY; COMPLIANCE WITH LAWS**

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is satisfactory to the Project Manager. Any of Consultant's employees/personnel, Subcontractors, or volunteers (if any), who fail or refuse to perform the services in a manner acceptable to City, or who are determined by City, in its sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely provision of Services, or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of the Project Manager or the City Manager.

b. By executing this Agreement, Consultant warrants that it:

- (1) Has thoroughly investigated and considered the services and work to be performed;
- (2) Has investigated the issues regarding the scope of services to be provided;
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

c. Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including without limitation, all Cal/OSHA requirements; the conflict of interest provisions of Government Code Section 1090, the Political Reform Act (*Government Code § 81000 et seq.*) and 2 CFR Part 200; and any other rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members.

## **Section 12.**

### **FAMILIARITY WITH SERVICES**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from Project Manager.

## **Section 13.**

### **CONFLICTS OF INTEREST**

a. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee, or agent of Consultant having such interest shall be employed by it. Consultant further agrees to file, or shall cause its employees/personnel and/or Subcontractors to file, a Statement of Economic Interest (From 700) with the City Clerk if required by City's Conflict of Interest Code or State law in the performance of the services. Consultant maintains and warrants that it has not employed nor retained any

company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of the covenants and warranties in this Section, the City shall have the right to rescind or terminate this Agreement without liability.

b. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

#### **Section 14. STATE AND FEDERAL GRANT REQUIREMENTS**

a. Homekey Program Requirements. Consultant has been advised and acknowledges that services being provided under this Agreement will be funded in whole or part by the City's Homekey Program Round 2 Grant, a copy of which is on file in the City Clerk's office and incorporated as part of this Agreement by this reference. In the performance of the services, Consultant and its employees/personnel shall comply with all requirements of the Homekey Program and the City's Grant and shall require its Subcontractors to likewise comply. Such requirements include, but are not limited to, the following, including any implementing federal regulations:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 22; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); and 2 CFR Part 200.

(2) In the performance of this Agreement, Consultant and any Subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Consultant and any Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the California Department of Housing and Community Development (the awarding state agency) to implement such article. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department

or Agency shall require to ascertain compliance with this clause. Consultant and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

b. ARPA/CSLFRF Requirements. As the Homekey Program includes funding derived in whole or in part from federal assistance received by the State of California under the American Rescue Plan Act (“**ARPA**”) Pub. L. No. 117-2 (March 11, 2021), specifically, Sections 602 and 603 of the Social Security Act (the “**Act**”) as added by Section 9901 of the ARPA, which established the Coronavirus State and Local Fiscal Recovery Funds (the “**CSLFRF**”), Consultant and its employees/personnel shall comply with all applicable provisions of the ARPA/CSLFRF, including without limitation the Guidelines issued by the U.S. Treasury Department, and shall require its Subcontractors to likewise comply. Consultant shall further comply with the following requirements:

(1) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Consultant acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Consultant understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant’s programs, services, and activities.

(3) Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

(4) Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant’s successors, transferees, and assignees for the period in which such assistance is provided.

(5) Consultant and its Subcontractors, successors, transferees, and assignees shall comply with the assurances listed in Subsections (1)-(4) above and further shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal

financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

c. Permanent Local Housing Allocation (PLHA) Requirements. Consultant and its employees/personnel shall comply with all applicable provisions of the City's PLHA Grant, a copy of which is on file in the City Clerk's office and incorporated as part of this Agreement by this reference, and shall require its Subcontractors to likewise comply.

d. Other/Future Grant Fund Compliance Requirements. Consultant agrees to comply with all requirements applicable to the City's grant funding sources identified in the Project RFP (including federal record-keeping, reporting, and other requirements set forth in 24 CFR Part 570, 24 CFR Part 578, and 2 CFR Part 200), as well as any additional requirements that may apply should the services being provided under this Agreement be funded by additional federal or state grants or sources of funding not specified herein. The City shall provide all necessary City grant documentation to Consultant to facilitate compliance.

## **Section 15. INSURANCE**

a. Required Policies. Consultant shall be required to procure and maintain at its own expense at all times during the term of this Agreement (and during any option or extension periods) the following policies of insurance:

(1) **Commercial General Liability Insurance** ("CGL") of not less than Five Million Dollars (\$5,000,000) per occurrence, and Ten Million Dollars (\$10,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the acts or omissions of the Consultant or its officers, employees/personnel, servants, volunteers, agents, and Subcontractors.

(2) **Commercial Vehicle Liability Insurance** covering personal injury and property damage, of not less than Two Million Dollars (\$2,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees/personnel, servants, volunteers, agents, and Subcontractors in performing the services required by this Agreement.

(3) **Professional Liability or Errors and Omissions Insurance** as appropriate to Consultant's profession written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors, and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of Two Million Dollars (\$2,000,000) per claim and in the aggregate must be provided.

(4) **Sexual Abuse or Molestation (SAM) Liability**, if the services/work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, a policy covering Sexual

Abuse and Molestation with a limit no less than One Million Dollars (\$1,000,000) per occurrence or claim is required.

(5) **Cyber Liability Insurance**, with limits not less than Two Million Dollars \$2,000,000 per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(6) **Crime Insurance**, which includes the Employee Theft and Theft, Disappearance and Destruction coverage parts, in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence.

(7) **Workers' Compensation Insurance**, providing coverage as required by the California State Workers' Compensation Law. If any class of employees/personnel employed by the Consultant pursuant to an agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees/personnel to the satisfaction of the City.

b. Additional Insurance Requirements. With respect to the policies of insurance set forth above, compliance with the following is also required:

(1) **Additional Insureds**. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed, with coverage at least as broad as ISO form CG 20 10, to name the City and its officers, employees, servants, volunteers, agents, and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

(2) **Waiver of Subrogation**. Consultant shall require the carriers of all required insurance policies, with exception of the Professional Liability policy, to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, independent contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

(3) **Sufficiency of Insurers**. Consultant must secure all required policies of insurance from a good and responsible company or companies authorized to do insurance business in the State of California, with an AM Best's rating of not less than A:VII.

(4) **Proof of Insurance Coverage**. Consultant shall furnish to the City Clerk certificates of insurance evidencing the required coverages and policy endorsements at least ten (10) business days prior to the commencement of any services to be performed under this Agreement, and two weeks prior to each policy expiration date thereafter, evidencing that the policy has been renewed or replaced with adequate coverages.

(5) **Cancellation or Amendment.** The policies shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

(6) **Primary and Non-Contributory.** The CGL and Vehicle Liability policies shall be endorsed as Primary and Non-contributory.

c. **Subcontractors.** All Subcontractors shall provide insurance as required by the City. As part of the Subcontractor approval process in Section 18, Consultant shall ensure that no Subcontractor shall perform any part of the Services until Consultant has provided evidence satisfactory to the City that the Subcontractor has secured insurance.

## **Section 16. ADMINISTRATION AND MONITORING OF CONSULTANT SERVICES**

a. The Project Manager, under the direction of the City Manager, is authorized to administer this Agreement on behalf of City, to monitor and evaluate all Services provided by Consultant, and to access all Services and activities provided and all facilities operated by Consultant under this Agreement as approved under Federal and State law. Facilities include all files, records, and other documents related to the performance of this Agreement, the Services provided pursuant to this Agreement, or the availability or receipt of other (non-City) funding for Services provided at the Wellness Center. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. Consultant shall permit on-site inspection of the Shelter Operator Services by the City and shall ensure that Consultant's employees and board members furnish such information, as in the judgment of City may be relevant to the question of compliance with contractual conditions, or the effectiveness, legality, and/or achievement of the Services. The Project Manager shall also review and approve, or withhold payment of, invoices submitted by Consultant pursuant to Section 4 of this Agreement.

b. Consultant shall ensure that its employees and personnel: (i) are authorized to work in the jurisdiction in which they are assigned to perform the Services; (ii) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the City; and (iii) are not otherwise disqualified from performing the Services under applicable law. If requested by the City and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its employees and personnel providing Services. If requested by the City, Consultant shall provide the results of the background check of each individual to the City. Such background check shall be in the form generally used Consultant in its initial hiring of employees or contracting for personnel or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. In the City's sole discretion, Consultant's employees or personnel who do not meet the criteria set out in this Section 16.b, including having passed a background check when required by applicable law, shall not be assigned to work on City property or provide the Services, and City shall have the right, at its sole option, to refuse access to such Consultant employees or personnel to any City facility. If requested by the City and not in violation of applicable law, Consultant shall also conduct background checks in accordance with this subsection on any volunteers it may utilize to provide the Services.

## **Section 17. SHARED ACCESS TO USE WELLNESS CENTER**



a. For the purposes of providing the Services required under this Agreement, City hereby grants to Consultant and its duly authorized employees/personnel, and on a case-by-case as needed basis those Subcontractors approved by the City in accordance with Section 18 of this Agreement, a shared access license to use the Wellness Center Campus (hereinafter for purposes of this Section, the “**Premises**”) subject to compliance with the City’s standard administrative and security requirements and policies, and any shared use policies, schedules, or agreements that have been developed by the City governing occupancy and use of the Premises, as such may be modified from time-to-time. **Consultant expressly acknowledges and agrees that such shared access license to use is nonexclusive and confers no leasehold, tenancy, or other property rights or interest in any building, grounds, or facility on the Premises, to Consultant, its employees/personnel or Subcontractors.** All Consultant’s employees/personnel, Subcontractors, and volunteers (if any) must clearly display on their persons a valid City approved identification card while on the Premises and/or performing Services thereon. While on the Premises or at any other City facility, Consultant, its employees/personnel, Subcontractors, and volunteers (if any) must:

(1) comply with City’s requests, rules, policies, and regulations regarding personal and professional conduct (including without limitation, the wearing of an identification badge and adhering to regulations, and general safety practices or procedures); and

(2) otherwise conduct themselves in a professional and businesslike manner.

b. Consultant further acknowledges and agrees that Consultant will share access, use, and occupancy of certain buildings, facilities, and common areas of the Premises with City staff, City’s community service partners, the City’s designated Wraparound Services Provider, and the Wraparound Service Provider’s City-approved Subcontractors (if any) who will provide Wraparound Services to clients/residents at the Premises in accordance with the provisions of its Wraparound Services Agreement with the City.

c. The City shall be responsible for maintenance and upkeep of the Premises’ major building systems such as structural, foundation, sewer, roof, HVAC, plumbing, electrical, fire and life safety systems, as applicable. The City will also provide upkeep/landscaping of the grounds, but daily janitorial services are the responsibility of the Consultant for the entire Wellness Center Campus. Consultant shall promptly report any items in need of servicing or repair to the City and shall not in any way physically alter or improve any building, facility, or portion of the grounds of the Premises without the City’s prior written approval. Consultant shall be responsible for the cost to repair any damage it causes to the Premises or any City-provided furnishings or fixtures therein or thereon. The City shall invoice Consultant for any such repairs (including appropriate back-up) and payment shall be remitted to the City within thirty (30) days of receipt by Consultant of the City’s invoice.

d. The shared access license to use the Wellness Center granted to Consultant by this Section 17 shall run coterminous with the term of this Agreement and shall be revocable by the City upon any termination thereof.

## **Section 18.**

## **COOPERATION AND FURTHER ACTS; SUBCONTRACTORS**

a. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents or agreements as may be necessary, appropriate, or convenient to attain the purposes of this Agreement. Consultant further acknowledges that the provision of Services hereunder and its use of the Wellness Center pursuant to the provisions of Section 17, will require cooperation between and among Consultant, the City, the City's Wraparound Services provider, any City-approved Subcontractors, and the City's community service partners delivering additional services to Wellness Center clients/residents. To that end, Consultant agrees to take any additional acts or sign any additional documents or agreements as may be necessary, appropriate, or convenient to ensure cooperation and efficient delivery of Services.

b. Consultant shall obtain City's written consent, which City may withhold in its sole discretion, before entering into contracts with or otherwise engaging any Subcontractors who may supply any part of the Services to City. Written consent of the City shall further be obtained by Consultant prior to allowing any of its Subcontractors to access the Premises or provide Services thereon. Consultant shall also obtain from the City such advance written consent for Premises access or providing Services with respect to any volunteers it may use. At the City's request, Consultant shall provide information regarding the Subcontractor's qualifications and a listing of a Subcontractor's key personnel including, if requested by the City, resumes of proposed Subcontractor personnel. Consultant shall remain directly responsible to City for its Subcontractors and shall indemnify City for the actions or omissions of its Subcontractors under the terms and conditions specified in Section 23 of this Agreement. All approved Subcontractors shall be subject to the provisions of this Agreement applicable to Consultant's employees and personnel and for each such Subcontractor, Consultant shall:

(1) Be responsible for Subcontractor compliance with this Agreement and the subcontract terms and conditions; and

(2) Ensure that the Subcontractor follows City's reporting formats and procedures as specified by the City; and

(3) Include in the Subcontractor's subcontract substantially similar terms as are provided for in Sections 6 and 8 through 49 of this Agreement.

c. Upon expiration or termination of this Agreement for any reason, the City will have the right to enter into direct agreements with any of the Consultant's Subcontractors. Consultant agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with City.

## **Section 19.**

## **LICENSES AND PERMITS**

Consultant represents and warrants that it has obtained and will maintain at all times during the term of this Agreement (and during any option or extension periods) all business licenses, including a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

## **Section 20.**

## **DISPUTE RESOLUTION**

a. The Parties shall deal in good faith and attempt to resolve potential disputes arising under this Agreement informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by Consultant's principal representative and the City's Project Manager, such matter shall be brought to the attention of the City Manager by way of the following process:

(1) Consultant shall submit to the City Manager a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless the City, on its own initiative, has already rendered such a final decision.

(2) Consultant's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, the Consultant shall include with the demand a written statement signed by its principal representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the cost adjustment for which the Consultant believes the City is liable.

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

c. Any final decision of the City shall be expressly identified as such, shall be in writing, and shall be signed by the City Manager. If the City fails to render a decision within 90 days after receipt of the Consultant's demand, it shall be deemed a final decision adverse to the Consultant's contentions. Nothing in this Section shall be construed as affecting the City's right to terminate the Agreement for cause or for convenience as provided for in Section 21.

## **Section 21.**

## **TERMINATION**

a. Termination by City. This Agreement may be terminated without cause (for convenience) by the City at any time by providing Consultant with at least thirty (30) days advance written notice of such termination.

b. Termination by Consultant. Consultant may terminate this Agreement without cause (for convenience) at any time **but must provide the City at least one hundred eighty (180) days advance written notice prior to any such termination becoming effective.** During such 180 days, in addition to continuing to provide the Services required by this Agreement (ongoing Services), Consultant shall provide transitional assistance as further described in the following subsections (the "**Transition Period**").

(1) Transitional Assistance. During the Transition Period, Consultant agrees to provide transitional assistance to the City with respect to the Wellness Center Shelter Operator Services. Such assistance will include aid with respect to the transition of Consultant's existing responsibilities to its successor, advising City staff on industry matters and advising the City with respect to strategic alternatives. During the Transition Period, Consultant agrees to make itself reasonably available to provide transitional

assistance reasonably requested by City, and not to enter into any other contract or obligation that would interfere in any way with Consultant's duties and responsibilities hereunder.

(2) Ongoing Services During Transition Period. Consultant agrees that there shall be no degradation in the ongoing provision of all other Services required by this Agreement during the Transition Period, and that Consultant shall continue to meet all existing performance and reporting requirements.

c. Termination for Default. This Agreement may be terminated with cause (for default) by either Party at any time, provided that the Party initiating termination provides the other Party at least five (5) days advance written notice of such termination and further provided that any applicable cure periods as set forth in Section 43 hereof have expired.

d. Compensation. In the event of any termination of this Agreement, City shall only be liable for payment to Consultant under the compensation provisions of this Agreement for satisfactory services rendered or supplies actually furnished by Consultant up to and including the date of termination.

## **Section 22. TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

## **Section 23. INDEMNIFICATION**

a. To the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

c. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

## **Section 24. REPORTS**

Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A" and the provisions of the RFP, Consultant shall prepare and submit reports to the City concerning Consultant's

performance of the services required by this Agreement.

## **Section 25. BOOKS AND RECORDS**

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable Project Manager to evaluate the cost and the performance of such services.

b. Consultant shall maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) in the industry. Consultant shall also comply with 2 CFR. Part 200 regarding accounting principles and procedures therein, utilizing internal controls, and maintaining necessary source documentation for all costs incurred.

c. City's Project Manager, the State Department of Housing and Community Development, the State Department of General Services, the Bureau of State Audits, duly authorized federal entities as set forth in 2 CFR section 200.337, the Treasury Office of Inspector General and the Government Accountability Office, or their designated representatives, shall have full and free access to such books and records during normal business hours, including the right to inspect, copy, audit, and make records and transcripts from such records, and to allow interviews of any employees who might reasonably have information related to such records.

d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to Project Manager and such entities as specified in Section 14 of this Agreement for purposes of performing an audit for a period of five (5) years from the date of the last payment made under this Agreement or the date of termination thereof, whichever date occurs later.

## **Section 26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 COMPLIANCE**

a. The Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, title II, §§ 261, 264(a)–(b), 110 Stat. 1936, 2021, 2033 (1996)) and its implementing regulations (collectively “HIPAA”). Consultant understands and agrees that it may meet the definition of a Business Associate of the City under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

b. Consultant agrees to execute a Business Associate Agreement, substantially in the form contained in the Project RFP, but subject to such revisions as determined necessary by the City prior to such execution.

## **Section 27. CONFIDENTIALITY; OWNERSHIP OF WORK**

a. Any and all documents and information obtained from the City or prepared by Consultant for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents, and information shall be returned to the City upon termination of this Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of Project Manager or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of Project Manager, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by Project Manager. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.

e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

#### **Section 28. INFORMATION SHARING; CONFIDENTIALITY**

The Parties to this Agreement agree that the sharing of identified information and records as described in the Scope of Services and for this Agreement is needed in, and directly connected to, the operation of the Wellness Center. Furthermore, the Parties to this Agreement agree that the use of information and records described in this Agreement is needed, and directly connected to, the operations of Consultant and the City. Consultant and the City, as well as their respective officers, officials, employees, agents, servants, volunteers, and Subcontractors, shall maintain the confidentiality of all Wellness Center Client records obtained from Consultant and the City under this Agreement in accordance with California Welfare and Institutions Code Sections 5328, 10850 *et seq.*, and 17006; HIPPA; the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*); the Confidentiality of Medical Information Act (California Civil Code Sections 56 through 56.16); and all other applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality of information related to the provision of medical or mental health services. Consultant shall also be bound by the provisions of any Business Associate Agreement executed pursuant to Section 26 hereof.

#### **Section 29. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES**

a. This Agreement may be modified or amended only by a written instrument signed by both Parties.

b. During the term of this Agreement, including any extensions (if applicable), the City may request that the Consultant perform Extra Services. As used herein, "**Extra Services**" means any services, which are determined by the City to be necessary for the proper delivery of the Wellness Center Shelter Operator Services but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

#### **Section 30. ENTIRE AGREEMENT**

a. This Agreement supersedes any and all prior or contemporaneous Agreements,

either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and Agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No Agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

### **Section 31.                    AMBIGUITIES; INTERPRETATION**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by Section 2 and this Section 31, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

### **Section 32.                    NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City:	Jenele Davidson, Deputy City Manager City of Victorville 14343 Civic Drive Victorville, CA 92392
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To Consultant:	HOPE THE MISSION Attn: Ken Craft, Chief Executive Officer 16641 Roscoe PL, North Hills, CA 91343
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b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

### **Section 33.                    NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Consultant or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

**Section 34.**                    **REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

**Section 35.**                    **WAIVER**

a.        No waiver shall be binding unless executed in writing by the Party making the waiver.

b.        No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c.        Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 36.**                    **ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

**Section 37.**                    **CARE OF WORK**

The performance of services by Consultant or the payment of money by the City shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

**Section 38.**                    **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 39.**                    **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

**Section 40.**                    **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.



**Section 41.**                    **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

**Section 42.**                    **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 43.**                    **DEFAULT**

In the event either Party fails to perform its obligations under this Agreement, the non-defaulting Party shall provide the defaulting party written notice of such default. The defaulting Party shall have ten (10) calendar days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) calendar days, the defaulting Party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) calendar days, so long as the defaulting Party commences to cure such default within ten (10) calendar days of service of such notice and diligently prosecutes the cure to completion; provided further that if the nature of the default creates an immediate danger to the health, safety, and general welfare, the defaulting Party shall take such immediate action as may be necessary or as prescribed in the written notice of default. Notwithstanding the foregoing, the non-defaulting Party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting Party fail to cure the default within the time periods provided in this Section, the non-defaulting Party shall have the right, in addition to any other rights or remedies the non-defaulting Party may have at law or in equity, to terminate this Agreement as set forth Section 21.b. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the default is not cured.

**Section 44.**                    **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

**Section 45.**                    **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

**Section 46.**                    **ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the

declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 47.**                    **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Consultant, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

**Section 48.**                    **REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

a.        Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b.        The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

**Section 49.**                    **COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

**[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the dates written below.

**THE CITY OF VICTORVILLE**

**HOPE THE MISSION**

By: \_\_\_\_\_  
**Debra Jones, Mayor**

By: \_\_\_\_\_  
**Ken Craft, CEO**

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

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

**ATTEST**

By: \_\_\_\_\_  
Jennifer Thompson, City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Andre de Bortnowsky, City Attorney

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

**THE CITY OF VICTORVILLE**

By: \_\_\_\_\_  
Sandra Bostick, Risk Manager

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

P:\APPS\WPDATA\VVCA\0001-45 AGREEMENTS REVIEW & TEMPLATES\WELLNESS CENTER OPERATOR\860.11-WC SHELTER OPERATOR DRAFT PSA 052423 - CLEAN  
TLT REVS V3 05.30.23.DOCX

## **EXHIBIT “A-1”**

### **SCOPE OF SERVICES**

**[TO BE INSERTED]**

## EXHIBIT “A-1”

### SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090

#### **A. Scope of Services General Description**

The City is seeking an experienced Shelter Operator (SO) to run the shelter component of its Wellness Center. The Wellness Center is a low barrier navigation center that will provide 170 shelter beds and through a WCWS Provider will offer wraparound services to homeless individuals. The SO shall also collaborate with the City's OT. Interim Housing will operate as a 24/7 shelter, 365 days a year providing access to a wide range of programs and supportive services. The program shall not be faith-based but shall provide safe shelter, basic needs, and navigation services to move clients out of homelessness and into permanent housing opportunities. Services shall include, but not be limited to, the following:

- Providing all services outlined in “**Shelter Operator Services (SO) Table**” (see Section B, below)
- Transitioning all remaining/existing Interim Shelter clients to the Wellness Center (if applicable).

The SO will be trusted with collaborating with WCWS Provider and the OT for daily coordination of support service activities. Once all Interim Shelter clients are relocated to the Wellness Center, the Interim Shelter will cease operations. The SO will coordinate the transfer of Interim Shelter staffing (if applicable), equipment (if applicable), and resources (as needed) to the Wellness Center.

#### **B. Shelter Operator Services (SO) Table**

<b>Table 1. Shelter Operator Services for Wellness Center</b>		
	<b>Service Type</b>	<b>Description</b>
<b>1</b>	Facility Management	<ul style="list-style-type: none"><li>• All administrative activities related to operating the Wellness Center (shelter component).</li><li>• Professional accounting, record keeping and reporting.</li><li>• Provide documentation as may be necessary to support grant reimbursements that fund shelter operations.</li><li>• Reporting of the number of clients served, objectives, and outcomes, number, and types of exits per month, number of services provided by service type, length of stay, etc.).</li><li>• Volunteer organization and management.</li><li>• IT support (COV to provide phones, internet, and security cameras); and</li><li>• Other day-to-day administrative functions as needed.</li></ul>
<b>2</b>	Facility Operations & Maintenance	<ul style="list-style-type: none"><li>• Operate and maintain the Facility, as described within this RFP, on a 24-hours a day, 7 days a week, year-round basis.</li><li>• Create rules, policies, and procedures for guests.</li><li>• Collaborate with WCWS Provider and OT to coordinate referrals and prioritization of intake.</li><li>• Conduct daily orientations and promote programming.</li><li>• Storage of Client possessions.</li><li>• Create a collaborative Wellness Center incentive and sanctions</li></ul>

## EXHIBIT "A-1"

### **SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

	<p>matrix with the WCWS Provider.</p> <ul style="list-style-type: none"><li>• General repairs and upkeep of facility (City financial support for major repair projects).</li><li>• Minor repairs and maintenance to the Wellness Center grounds (e.g., landscaping) will be negotiated between the COV and SO prior to contract execution. The COV is currently considering assuming all repair and maintenance responsibilities for the facility grounds, excluding the client community garden.</li><li>• Cleaning and janitorial services for all buildings, rooms, restrooms, showers, common areas, etc. (including procuring and providing supplies).</li><li>• Maintain full facility (indoor and outdoor areas) as a clean, safe, pest-free environment, per all applicable building, fire, and health codes.</li><li>• Utilize a UV Sterilization Unit to sanitize property for clients entering the shelter to minimize bed bugs, bacteria, etc.</li><li>• Establish a process to identify a vendor and/or staff who will be responsible for cleaning and sanitizing the facility to maintain public health and safety and/or subcontract for this service.</li><li>• Cleaning of Rooms: Ensure rooms are regularly cleaned and turned over between Clients. When rooms are <u>occupied</u>: (a) SO required to offer cleaning services to each room once a week; (b) cleaning shall consist of taking out any trash and cleaning the floors within the room and bathroom. Clients should have the right to decline cleaning services, but rooms should be inspected to ensure that there are no safety concerns (at which time protocols should be in place to address said safety/health concerns); (c) when cleaning occurs, the Clients should be offered basic items and hygiene supplies they are needing, as well as a new towel/blanket/pillowcase etc. if needed. Clients should be offered new sheets at least once a week. Supplies shall be provided by the provider. When a room has been <u>vacated</u> by a Client and is being prepared for a new Client: (a) Room should be fully cleaned, which includes sanitizing all high touch point surfaces and disposal of garbage; (b) Linens, towels, and toiletries should be replaced; (c) Left behind personal documents or items that appear to have value should be catalogued and stored for 30 days.</li><li>• Cleaning of Common Areas and Outdoor Spaces is imperative. Ensure the cleaning of all indoor (including office and medical spaces) and outdoor common areas within the facility site. This includes removing of any trash and ensuring that high touch areas such as tables, chairs or other areas are sanitized and washed regularly.</li><li>• Residential Supervision and Building Management. The SO shall always ensure adequate staffing and supervision for the facility, including a shift supervisor and shelter associates/monitors for all buildings.</li></ul>
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## EXHIBIT "A-1"

### **SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

<b>3</b>	Low Barrier Shelter	<ul style="list-style-type: none"><li>• Implement a low barrier approach to shelter. "Low barrier" means removing as many pre-conditions to entry as possible, while responding to the needs and concerns of people seeking shelter. Implement a harm reduction strategy, which allows homeless men and women who struggle with substance use addiction the ability to access shelter as long as they agree to not use any illicit substances on the premises, refrain from bringing drugs or drug paraphernalia on the property, and are compliant with staff and policy guidelines.</li></ul>
<b>4</b>	Facility Meals	<ul style="list-style-type: none"><li>• Prepare and serve, three (3) meals daily and snacks, to include food orders/delivery and onsite full or partial preparation.</li><li>• Meals shall be provided at reasonable times (morning, afternoon, and evening). Due to the number of Clients, each meal may need to be served in shifts.</li><li>• Meals must be nutritious, varied, and of sufficient size and calories for adults and children (when applicable).</li><li>• Meals must also be responsive to any dietary restrictions that a participant has, including medical requirements such as soft foods and low sodium diets.</li><li>• Clients should have access to fresh fruits and vegetables daily.</li><li>• Be responsible for purchasing and distributing beverages as well as small snacks.</li><li>• Clients shall be allowed to bring personal food and non-alcoholic beverages into the program area.</li></ul>
<b>5</b>	Laundry Services	<ul style="list-style-type: none"><li>• Service of on-site machines; management of "credit" system and/or Client-based laundry program.</li></ul>
<b>6</b>	Coordinated Entry & HMIS	<ul style="list-style-type: none"><li>• Participate in local Continuum of Care (CoC) coordinated entry program. Include Diversion Screening at intake to ensure that those with alternative resources will not be accessing the homeless system.</li><li>• SO will either provide direct referrals or partner with an agency that can offer successful diversion assistance. Adopt a screening/matching tool to help Clients eligible for benefits; and input data into Homeless Management and Information System (HMIS) in a timely manner.</li><li>• SO shall work in collaboration with the broader CoC system in San Bernardino (SB) County, including participating in the SB County CES to ensure that persons experiencing homelessness will have access to the same resources, referrals, and assessment and prioritization process.</li><li>• SO shall participate in CoC's CES intake process, including direct service for and referrals to appropriate homeless programs, prevention and diversion, mainstream resources, and</li></ul>

## EXHIBIT "A-1"

### **SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

		<p>housing.</p> <ul style="list-style-type: none"><li>• SO shall participate in CoC meetings, any relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care. Funded projects must fill project vacancies from the CES hubs/prioritization list.</li><li>• SO shall participate in the local HMIS, with Client data entry required daily for service coordination purposes. User licenses and training will be provided by SB County Department staff.</li><li>• A review of the comparable system will be conducted for agencies involved in the Wellness Center.</li></ul>
<b>7</b>	Good Neighbor Policy	<ul style="list-style-type: none"><li>• Establish and implement a Good Neighbor Policy to maintain a positive relationship with the surrounding community and neighborhood and limit negative impacts on surrounding areas. Ensure a responsive team is available to address concerns.</li><li>• All community complaints and/or inquiries about the Wellness Center will be forwarded to the appropriate staff for prompt (same day) investigation. The SO will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.</li></ul>
<b>8</b>	Security	<ul style="list-style-type: none"><li>• SO shall provide security staff coverage for the entire campus, including the routine monitoring of surrounding areas, ensuring coverage 24 hours per day seven days per week (24-7).</li><li>• Security shall be trained in the guiding principles of trauma-informed care and practices to ensure the safety and well-being of Clients, staff, the surrounding community, and promote Clients' continued success in the program.</li><li>• The guiding principles include: 1) safety, 2) trustworthiness and transparency, 3) peer support and mutual self-help, 4) collaboration and mutuality, 5) empowerment, voice and choice, and 6) cultural, historical, and gender issues. Security must have an active guard card and be distinguishable as security or SO staff through uniform. Security must be uniquely trained in de-escalation / conflict management and have experience working with people experiencing homelessness.</li><li>• SO may choose to staff its own security as long as the above requirements are met.</li><li>• Monitor and operate a security camera system.</li></ul>
<b>9</b>	Transportation Assistance	<ul style="list-style-type: none"><li>• Develop a transportation schedule using staff/volunteers to transport residents to appointments or errands as necessary.</li><li>• Provide transportation to a predetermined drop off/ pick up location(s) within the local community in the morning and evening.</li><li>• SO shall provide transportation services to participants to ensure access to essential wellness appointments and coordinating services.</li><li>• Transportation may be provided through services such as Lyft, Uber, or taxi vouchers or public transportation assistance.</li></ul>



## EXHIBIT "A-1"

### **SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

<b>10</b>	Animal Kennel and Animal Care in Client Rooms	<ul style="list-style-type: none"><li>• Clients will be responsible for the care and maintenance of their pets.</li><li>• Shelter Operator to collaborate with City's Animal Control Division ("<b>Animal Control</b>") to develop a pet contract/policy that is agreed upon by all parties.</li><li>• SO will ensure the Pet policy is observed.</li><li>• SO staff to develop policy to aid and supervise as needed.</li><li>• SO to conduct regular wellness checks for animals in the kennels.</li><li>• SO and Animal Control will provide general oversight of animals and their owners to ensure rules are being abided by owners are cleaning up after their pets, and no animal abuse is occurring (among other items).</li><li>• SO shall coordinate with Animal Control to perform routine visits to provide free training to animal owners concerning proper care and maintenance of pets and will help oversee critical animal care needs including vaccinations, rabies shots and flea and tick treatment.</li><li>• Because space is limited the SO and COV will determine the number of pets allowed in the Kennel.</li><li>• SO shall provide pet food, supplies, and connection to veterinary and Animal Control services as needed.</li><li>• In consultation with the COV, SO to conduct regular wellness checks for animals in Client rooms and develop policy about how many animals are allowed in a room and what rooms can accommodate animals.</li></ul>
<b>11</b>	Intake Coordinator	<ul style="list-style-type: none"><li>• The SO will work collaboratively with the City, WCWS Provider, and OT to utilize the Coordinated Entry System (CES) to process referrals, including the prioritization of Victorville Clients. Assessments and referrals for resident intake shall not normally occur on-site at the Wellness Center (i.e. "in-person walkup" referrals), however the City, SO, and WCWS Provider shall work collaboratively to develop intake and diversion procedures for individuals who enter outside the normal CES.</li><li>• The SO shall allow for intake of new Clients at least five (5) days a week during regular business hours, and when requested by COV, for as long as beds are available. For designated recuperative care beds, SO shall have a collaborative procedure with the WCWS Provider to conduct an intake process.</li><li>• The work flow procedures and responsibilities of client intakes will be further identified in forthcoming contracts between COV and the selected WCWS Provider and SO.</li></ul>
<b>12</b>	Mental & Physical (Primary) Health Service	<ul style="list-style-type: none"><li>• SO Staff and volunteers shall be regularly trained on common physical (primary) and mental health conditions of people experiencing homelessness and how to obtain needed and appropriate services.</li></ul>
<b>13</b>	Client Exits	<ul style="list-style-type: none"><li>• The SO Provider shall coordinate with the COV and the WCWS Provider to ensure appropriate exits for Clients transitioning out of the Wellness Center.</li></ul>

## EXHIBIT "A-1"

### **SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

<b>14</b>	Confidentiality	<ul style="list-style-type: none"><li>The SO shall develop and implement procedures to ensure the following: 1) all records containing personally identifiable information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives assistance will be kept secure and confidential; 2) the address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project will not be made public, except with the written authorization of the person responsible for the operation of the shelter; and 3) the address or location of any housing of Wellness Center Client will not be made public, except as provided under a preexisting privacy policy of the recipient or sub-recipient, and consistent with State and local laws regarding privacy and obligations of confidentiality.</li></ul>
<b>15</b>	Client Eligibility	<ul style="list-style-type: none"><li>Funding must be used for the sole benefit of homeless persons or persons at-risk for homelessness with a priority for Victorville, notwithstanding the CES or other minimum requirements. The SO shall ensure that all Clients meet COV eligibility requirements and requirements of applicable funding sources. At a minimum, this requires an initial evaluation--conducted in accordance with the coordinated assessment and written standards--to determine: 1) the eligibility of each individual or family for assistance; and 2) the amount and types of assistance needed to (re)gain stability in permanent housing.</li></ul>
<b>16</b>	Universal Assessment	<ul style="list-style-type: none"><li>The SO shall utilize the universal assessment tool adopted by the SB County CoC to assess program participants' housing and service needs. Currently, the SB County CoC is utilizing the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).</li></ul>

#### **C. Use of Funding and Eligible Costs**

Funds provided to the SO under contract with the City may be used to pay for site operations, supportive services, and other associated costs to provide a homeless individual a safe place to reside while linkage to the CES is facilitated for longer term housing options. Eligible costs may include:

- Security
- Insurance
- Materials and supplies
- Food and beverages
- Site amenities
- PPE / Medical supplies
- Transportation
- Administrative costs
- Program Oversight
- Peer Support
- Coordination Management
- Linkage to other services

## EXHIBIT "A-1"

### SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090

#### **D. Service Expectations**

The SO shall develop and maintain a **Wellness Center Shelter Operating Plan ("SO Operating Plan")** that defines and incorporates best practices in homeless shelter operations that supports the Wellness Center Wraparound Services. Said SO Operating Plan, which is subject to review and approval by the City, will include the following approaches:

1. **Housing-Focused.** The SO will use a Housing First, low barrier approach focused on ending homelessness for everyone as quickly as possible.
2. **Client-Focused.** The SO will drive solutions and programs that focus on meeting Client needs. The SO will use assessment tools to ensure Clients have appropriate levels of care.
3. **Trauma-Informed.** The SO will provide a strengths-based shelter operations framework grounded in an understanding of and responsiveness to the impact of trauma. Such program emphasizes physical, psychological, and emotional safety for everyone, and creates opportunities for survivors to rebuild a sense of control and empowerment.
4. **Evidence-based.** SO to use the best available evidence for decision-making and providing efficient and effective care.
5. **Training-focused.** SO 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. SO must complete mandatory staff trainings regarding safety, compliance, and quality services provisions to best address the complex needs of the homeless populations served.
6. **Stakeholder-Informed.** Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of community stakeholders that form the Homelessness Solutions Task Force.
7. **Respectful, Safe, Clean & Welcoming.** Services shall be delivered in a respectful, safe, clean, and welcoming manner that incorporates broadly accepted best practices and facilitates Client success.
8. **Non-Discriminatory.** SO must have a non-discrimination policy in compliance with all federal and state laws. Non-discrimination policy must ensure that Provider's 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 (e.g., Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)), individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.
9. **Language Accessible.** SO must have a Language Access Plan and accompanying guidance to ensure that Clients with limited English proficiency can receive services in their desired language. SO must provide training for all shelter staff on how to support Limited English Proficiency Clients.
10. **Data-Driven.** Data will be used to best serve each Client, assess the outcomes of programs, evaluate impact, inform changes, and guide investment to achieve maximum impact. The SO Operating Plan will include clear participation and integration with HMIS, CES, and the City's Homelessness Solutions Coordinator.

## EXHIBIT "A-1"

### **SECTION II - SCOPE OF SERVICES** **RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

11. **Accountable & Measurable.** SO will be held accountable for results, using data to track goals and performance measures to ensure each Client is being well-served.
12. **Client Feedback.** SO must establish a participant feedback policy and develop a feedback process that provides for ongoing opportunities for Clients to voice opinions and provide feedback confidentially to the person in charge of the Wellness Center Campus. Methods for receiving Client feedback can include exit interviews, surveys, focus groups and program meetings.
13. **Innovative.** The SO will continuously evaluate opportunities to adapt practices to innovate new strategies to increase positive outcomes.
14. **Reimbursement.** The selected SO may be called upon to actively seek grants and additional support for services and any reimbursements will be utilized to offset the operational cost to the City.

#### **E. Service and Outcome Objectives**

The performance outcomes for the Wellness Center Shelter Operator Services will be measured by criteria depicted, but not limited to, the objectives below. Additionally, the SO and all partner organizations will be responsible for complying with standards for Homeless Assistance, HMIS, CES, and all objectives/outcomes described in any grants being used to fund the Wellness Center operations. All Wellness Center activities will be documented in monthly, quarterly and year-end reports in a format determined by the City. SO staff will work closely with the City on programming and providing all the necessary documentation for invoicing and accounting.

1. **Service Objectives.** Service objectives shall describe expectations around the quantity and quality of services provided; including but not limited to:
  - Number of unduplicated individuals to be served in the reporting period.
  - Number of services provided by service type.
  - Timeliness or frequency of service provision.
  - Quality of services
2. **Outcome Objectives.** Outcome objectives for each program shall measure the change in the Clients, community, or system because of the programs; including but not limited to:
  - Reduction in the length of time an individual remains homeless.
  - Reduction in the rate of returns to homelessness.
  - Improvements to an individual well-being and self-sufficiency.
  - Exit to permanent housing (subsidized or unsubsidized) during the year; and/or
  - Client satisfaction with services, treatment, meals, and adherence to shelter standards of care.
  - Composition and demographics of households
  - Linkage to supportive services
  - Average Length of Stay
  - Adherence to principals of housing first, trauma-informed care, and harm reduction.

#### **F. Professional Practices/Standard of Care**

All services provided by the SO under agreement with the City shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional contractors in similar fields and

## EXHIBIT "A-1"

### **SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

circumstances in accordance with sound professional practices. SO must warrant that it is familiar with all laws that may affect its performance of services and shall advise City of any changes in any laws that may affect its performance under its agreement with the City. SO shall present to City the experience and/or qualifications of personnel prior to hiring.

#### **G. Service Delivery Monitoring**

The City Manager or his or her designee shall have the right to access all facilities and activities operated by SO. "Facilities" includes all files, records, and other documents related to the performance of this Agreement, such as items covered under the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). "Activities" includes attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of operations and ongoing program functions. Provider shall permit on-site inspection of the premises by City upon request of City. Upon request of City, the SO and its employees and board members shall furnish such information as, in the judgment of City, may be relevant to the question of compliance with contractual conditions or the effectiveness, legality, and/or success of the SO's services.

#### **H. Reporting and Reports**

SO shall provide monthly, quarterly, and annual reports to the City, or to other organizations as specified by the City, regarding shelter operations monitoring and outcomes, in a format to be determined or approved by City. The City reserves the right to add reporting requirements, based on data needs or funding requirements. It is the City's goal to have the SO, WCWS Provider, OT, and their subcontractors, if any, using the same or compatible software.

All funded projects are required to collect Common Data Elements and Universal Data Elements for Clients using the HMIS. Monthly and quarterly reports are due within 10 days of the end of each month and each quarter respectively, commencing as of the date the SO begins providing Shelter Operation Services pursuant to a contract with the City.

#### **I. Community Service Partners**

SO shall engage community service partners, including but not limited to, mental health partners and domestic violence partners, on their own behalf or at the request of City. All community service partners shall be approved by the City Manager or his/her designee prior to performing services for Clients and those at risk of homelessness.

#### **J. Performance to Satisfaction of City**

SO shall agree to perform all services to the complete satisfaction of the City. Periodic evaluations of the services will be conducted by the City Manager or his/her designee. At any time, the City has the discretion to assess and ensure the quality of services. The City in its sole discretion has the right to:

- (a) Meet with SO to review the quality of the services and resolve matters of concern; and/or
- (b) Require SO to replace or provide alternative on-site project management staff or subcontractors should significant performance issues arise; and/or
- (c) Terminate SO's contract/agreement.

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### **SECTION II - SCOPE OF SERVICES RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

#### **K. HIPAA Business Associate Agreement**

SO must be willing to enter into a Business Associate Agreement with the City outlining its duties under HIPAA (such as the Sample Draft agreement that was included in the RFP). The City reserves the right to make additions and/or revisions to the Sample Draft prior to execution.

#### **L. Additional Services**

SO may also be required to provide certain components of the proposed Shelter Operator Services to occupants of the Interim Shelter in the event the planned opening of the Wellness Center facility is delayed, and/or to facilitate a smooth transition to the new facility.

**EXHIBIT “A-2”**

**CONSULTANT’S RESPONSE TO RFP**

**[TO BE INSERTED]**

# HOPE THE MISSION

*formerly Hope of the Valley Rescue Mission*

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RFP for  
City of Victorville Wellness Center Shelter Operator Project No. JM23-090





**City of Victorville Wellness Center Shelter Operator Project No. JM23-090**

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## Professional Team & Qualifications

Name: Hope the Mission

Main Address Office: 16641 Roscoe PI North Hills. CA 91343

Federal Tax ID No.: 27-2053273

Established in 2009, Hope of the Valley Rescue Mission, now known as Hope the Mission (HTM), has quickly become a leading provider of housing and homeless services in the Greater Los Angeles County Area. Hope the Mission's mission is to prevent, reduce, and eliminate poverty, hunger, and homelessness. We do this by offering immediate assistance and long-term solutions without discrimination. We take a holistic approach to full rehabilitation based on the emotional, physical, relational, occupational, spiritual, and financial needs of our clients. Our two-pronged approach starts with crisis intervention and then bridges clients, when they are ready, into long-term services that address chronic obstacles. We believe everyone deserves a second chance. Hope the Mission is an independent 501(c)(3) inclusive faith-based nonprofit organization that does not discriminate based on gender, age, ethnicity, sexual orientation, religious affiliation, or lack thereof. Our services are grounded in a deep respect for the dignity inherent in every human being.

In 2009 HTM began as a small program run out of San Pablo Lutheran Church in Sun Valley where volunteers cooked and served hot meals to homeless men, women, and children. In the following year, HTM moved into its 26,000 sq. ft. facility in Sun Valley. Onsite services increased. Daily meals, showers, case management, and life skills classes began to be offered. In 2011 HTM opened its first residential recovery program named the John E. White House of Hope. By 2016 HTM had opened 3 family crisis shelters with a total of 128 beds, the first Recuperative Care



Center in the San Fernando Valley (30 beds), an 85- bed Cold Weather Shelter, a 38- bed Bridge Shelter for transitional aged youth, and began operating an Access Center/Day Shelter in Van Nuys to help connect people experiencing homelessness to needed resources, shelter, and food. HTM continued to provide outreach services to the local community to support and encourage accessibility of services at our Access Center. We continued to experience growth in our pursuit to continue our mission by opening a 30-Car Safe Parking program, an 85-bed congregate shelter in North Hollywood, a 100-bed congregate shelter in Van Nuys and a Navigation Center in North Hollywood. During the COVID19 Pandemic HTM operated 6 emergency COVID-19 shelters and 50 interim housing trailers to support our local health crisis. Currently, we have expanded to include six additional Interim Housing Tiny Home Shelter locations with over 900 beds and an additional 107-bed congregate shelter in Northridge named The Trebek Center. We have also been awarded 3 HomeKey 2.0 projects. HTM has acquired, renovated, and will be operating 3 family shelters in partnership with Los Angeles County consisting of 181 rooms and 724 beds. Recently, we have also been awarded an additional tiny home project with the City of Thousand Oaks to support their community in housing people experiencing homelessness. Hope the Mission has 15 shelters with over 1,360 beds. Hope the Mission prioritizes those in most need, as we work towards providing needed care and services to those experiencing homelessness and work towards achieving stability for our participants.

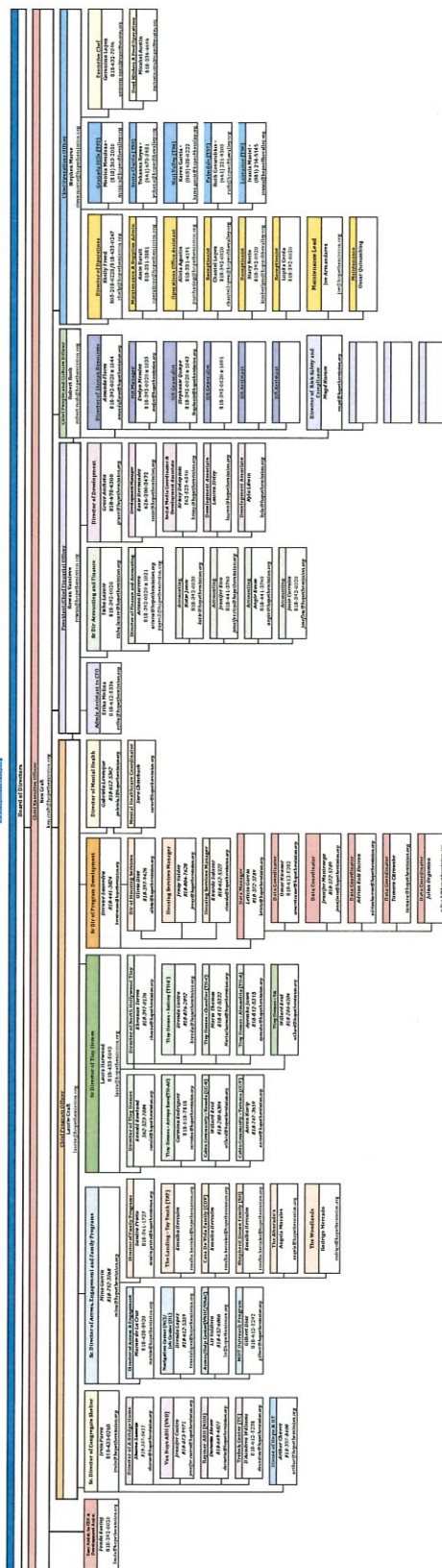
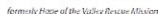
HTM 's current program portfolio serves adult individuals, veterans, families, and transitional-aged youth. Our programs include Access Centers, a Navigation Center, interim housing shelters, Rapid Rehousing, Time Limited Subsidies, Domestic Violence





Rapid Rehousing, a Job Center, a Men's Recovery Program, 2 MDT outreach teams, and a B7 (re-entry) shelter. Our services include outreach, case management, housing navigation, mental health and substance use services, hygiene services, laundry, meals, security, transportation, and residential supervision to support individuals in obtaining permanent housing and personal stability.

Hope the Mission organizational structure consists of our executive leadership, Sr. Directors, Directors, Managers, Coordinators, and direct service staff. Our Executive team oversees the overall progress of the agency. Chief Program officer and the Chief Operations Officer partner to ensure all programming is developed for each program according to our contractual agreements and applied methodologies for each site. Chief Program Officer oversees Sr. Directors to ensure programs are meeting continuity of care standards, effective operations, and all services are in place to best support participants. The Chief Operations officer focuses on the overall needs of HTM facilities, acknowledging the direct impact of programming and working on efficiently operating our sites. Sr. Directors oversee client programming for each site to ensure each program is meeting outcomes and providing adequate services. Our Directors, Managers, and coordinators maintain the day-to-day functions of the site to meet overall HTM expectations. Our CFAO ensures all fiscal responsibilities are met and oversees our Sr. Director of Accounting and Finance and our Sr. Director of Grant Management who partners in effectively managing all funds provided to HTM conducts oversight on proper fiscal protocols and ensures HTM meets all federal and local regulations.





## Organizational Capability and Experience

Hope the Mission holds client engagement as a pivotal part of making any project work in the local community. Hope the Mission holds a “hands-on” approach when engaging the community as we have extensive experience working with different areas when opening new HTM sites. We have over 10+ years of experience providing shelter services to people experiencing homelessness. We have done this by partnering with local, city, and state officials. Along with our network of churches temples and mosques, we also include an array of community groups. Our community outreach consists of providing meals, supportive services, connection to community resources, hygiene services, and an overall holistic approach to engagement.

HOT Programs follow a Housing First Model for all of our programs to quickly move individuals through the housing continuum. Our staff is trained in the Housing First Model, Low Barrier, and other evidence-based practices such as motivational interviewing to engage participants in their housing goals and encourage them to access the needed services to meet their goals. We prioritize placement in permanent housing and utilize case management and housing navigation services to prepare individuals for housing, identify appropriate permanent housing, and ensure that individuals have the resources to retain housing. Our efforts to incorporate Housing First in our services include assuring individuals are document-ready, connecting individuals to Housing Navigation services, working with participants on Housing & Services Plans (HSP), tailoring services that focus on securing permanent housing, providing warm-hand offs to other providers, and developing a network of landlords and property management companies that are willing to rent to our participants. We also utilize





prevention services such as Problem-Solving to connect individuals to services that will provide financial assistance resources to support in securing housing or provide interventions that will assist in quickly self-resolving a housing crisis.

Our programs implement a Harm Reduction policy to ensure that staff is following the model and are engaging in non-judgmental communication with participants who use alcohol and/or other substances. Our staff is trained to offer support to participants through psycho-education so that they understand the potential risks associated with substance use and work towards reducing any risks. We provide appropriate resources to participants who use substances and encourage them to access services when they are willing, however, we don't require individuals to enroll in substance use services or maintain their sobriety while in our programs. Although we don't allow any alcohol or illegal substances in our programs, we further implement Harm Reduction principles by not requiring individuals to be sober at the time of enrollment or during their participation. HTM also provided all programs with a sharps container to ensure access to the disposal of any sharps safely. HTM offers clients Amnesty lockers to support them in reducing the risks of exiting the program. Amnesty lockers are placed outside the facility and allow clients to place prohibited items in the lockers to ensure the site's safety is maintained.

Trauma-Informed Care is an important component of our service delivery model. HTM recognizes that a majority of individuals experiencing homelessness have experienced some level of trauma as a result of their homelessness or other life experiences. Our staff receives ongoing training on TIC to understand trauma, recognize the impact it has on an individual, appropriately respond to behavioral



reactions as a result of trauma, and prevent re-traumatization. We implement TIC in our practices by creating a physically and psychologically safe environment where individuals can feel comfortable and encouraged to seek support to process their trauma. Our staff is trained in motivational interviewing to engage participants in services, assess individuals through a sensitivity lens, connect individuals to services that will help them process and heal from trauma, and help empower our participants. We ensure that our staff is meeting individuals where they are and that participants are guiding their case plans and choosing the services, they are willing to access. HTM promotes a client-centered approach to ensure staff builds rapport with their clients starting from intake and enrollment.

Cultural Competency is a vital component in HTM methodology to ensure authentic relationships are built between staff and clients. HTM provides ongoing training to ensure staff are aware of the importance of cultural competency and provides annual training for ongoing focus. HTM takes a holistic approach to full rehabilitation based on the emotional, physical, relational, occupational, spiritual, and financial needs of our participants. Our two-pronged approach starts with crisis intervention and then bridges clients, when they are ready, into long-term services that address chronic obstacles. We believe everyone deserves a second chance. Hope the Mission is an independent 501(c)(3) faith-based nonprofit organization that does not discriminate based on gender, age, ethnicity, sexual orientation, religious affiliation, or lack thereof. Our services are grounded in a deep respect for the dignity inherent in every human being. HTM provides access to services in different languages, employs staff that speaks additional languages aside from English, and provides access to translation





services if needed. HTM respects all preferred gender identities as staff are trained to utilize preferred gender pronouns when speaking to all participants, ensure that participants are placed into sites based on their gender identity, provide a safe environment for all participants to express themselves authentically, and ensure participant's gender expression is respected at all times. HTM also provides training on abiding by ADA expectations so all clients being outreached are met with accommodations and provided support to accessible bathrooms.

During our initial program development, we ensure that there is accessibility to participants with disabilities by making modifications to accommodate individuals with mobility issues. We also make alternate forms of communication available such as written/auditory formats and translation services. Our outreach teams will be staffed with a minimum of one staff who is fluent in Spanish and all of our programmatic documents are available in English, and Spanish and can be available in other languages when requested. Additionally, we have an existing ADA Title II grievance procedure that is provided to participants so that they can file ADA grievances. We review all grievances and appropriately address them promptly to make our programs accessible to individuals with disabilities.

Hope the Mission utilizes HMIS to track individuals served and the benefits provided. HTM understands the importance of ensuring all data entered into HMIS is done so accordingly to HMIS standards and our agency's standard of integrity. All client information must enter data into the system within 3 days of collecting the information. Staff must collect all universal data elements outlined in the HMIS Data Standards Manual. All staff entering data into HMIS are responsible for entering their



participant's data. Data Coordinators utilize Client trackers to ensure that all files are reviewed by our data team promptly. Any corrections needed are communicated to the program manager to ensure corrections are made. Sr. Directors are responsible to review the needed data information. HTM values all staff and the work they do while supporting program participants. HTM understands the importance of staff capturing all support provided to participants to ensure program compliance. Program Managers are held responsible to ensure their staff is completing all intakes appropriately and ensuring it is compliant. Program managers integrate data accountability into staff supervision to ensure all tasks are captured in HMIS. Data Coordinators also support by completing file audits to ensure all required data is entered into HMIS correctly. Data Coordinators complete a file audit within 30 days of intake, every 3 months from entering the program, and when the participant has exited from the program. Any findings found will be communicated weekly to the Program Manager to ensure they are corrected promptly. Corrections are to be made no later than 5 days from receiving the findings report. Both the Sr. Director of Program Development and the Sr. Director of Grant Management is responsible for delegating duties to support staff and overseeing the completion of the audit.

HTM holds a high value to lived experience, many of our current employees have lived experience with experiencing homelessness, involvement in the justice system, and are currently in recovery. This includes executive and Senior Leadership staff. All staff who are hired undergo extensive training for 2 weeks. This training includes methodologies utilized, safety-related topics, and education on the importance of the diverse backgrounds of our clients. Trainings include: housing first, harm reduction,



trauma-informed care, crisis intervention training, Narcan training, safety planning training, CPR and First Aid training, mandated reporting, equal access gender identity, motivational interviewing, domestic violence, cultural humility, Black LGBTIQQA+, Structural and institutional racism, implicit bias, food handlers, case management, and housing navigation training, Our staff receive extensive training in the areas of Diversity and Inclusion, Cultural Competency, & Trauma-Informed Care to provide quality care to LGBTQ+ participants. Transgender and gender non-conforming individuals can be supported by offering linkage to services/sites that accommodate gender-specific areas based upon their gender; including restrooms, shower stalls, & sleeping areas. We prioritize collaboration efforts with other service providers our clients may be working with to capitalize on and support any current treatment plan in place. We ensure that our programs are equitable so that we are treating everyone with respect, and dignity and that we are mindful of the needs of every individual participant. Our outreach team strives to create a welcoming, safe, and comfortable environment for LGBTQ+ individuals, those experiencing mental health illnesses, and those struggling with substance use which is reflected in our policies.

HTM has experience participating in Coordinated Entry Systems by collaborating with multiple Service Planning Areas. This includes collaborating with community lead agencies to ensure congruency with local CES expectations, such as administering assessments like CES/VI-SPDAT, placing referrals to CES partner providers, and conducting warm handoffs to improve the utilization of services. HTM staff utilizes Homeless Management Information System to enter client-level data, submit and track referrals, and attend local CES Policy Council Meetings.





All HTM shelters and interim housing sites are part of the Coordinated Entry System. HTM works closely with CES partner providers, including other interim housing sites, access centers, access points, and outreach teams, SPA 2 CES Regional Lead, to make referrals and enroll individuals in our programs. Our programs utilize HMIS to conduct VI-SPDAT assessments and place referrals to other providers in the CES. Program Leadership implements ongoing case conferencing with providers to monitor each participant's progress.

HTM can undertake the operational expectations for this project. If awarded HTM has the financial infrastructure to meet the needs of the project, provide cash flow while funding is allocated and transferred to the agency, and experience working with multiple funding sources. HTM undergoes an annual financial audit that meets the requirements for handling federal, state, county, and city funding. HTM has an annual budget of over 60 million dollars and is projected to hold a 65-million-dollar budget next calendar year.

#### General Program and Shelter Operating Plan Draft

Hope the Mission is an experienced operator of interim housing communities in the Los Angeles region. Hope the Mission will manage the day-to-day operation of this interim housing community. Hope the Mission will also work with the city of Victorville to ensure compliance with all commitments and coordinate with the County's Continuum of Care regarding referrals, reporting, etc. Hope the Mission will create a city-approved management plan, hire/manage all staff, coordinate community groups/volunteers, and be a responsive community partner. Hope the Mission team has extensive experience



successfully operating interim housing like the one being proposed. While challenging at times, our team has the experience, resources, and mission orientation to ensure that this interim housing community will be successful.

### **Program Eligibility**

Qualifications for participation require that incoming individuals are chronically or recently homeless and at least 18 years of age. Program participants must be able to complete their Activities of Daily Living. HTM will ensure that all clients in the program meet the eligibility requirements outlined in the service agreement and will ensure continuous assessment of eligibility every quarter. HTM is well experienced in assessing and verifying homelessness status, income status, and level of need to ensure the appropriate participants enter the program and their needs are met at all times.

### **Referrals Process**

Ideally, our program will be integrated into the Coordinated Entry System and will receive referrals based on the current expectations set forth by San Bernardino County's Continuum of Care. HTM expects all program participants to be referred to the program and will operationalize policies and procedures to ensure alignment with current best practices in the area. In addition, HTM will partner with the City of Victorville to ensure that the city, local partners, and law enforcement needs are being supported and met while abiding by the CES expectations.



## **Program Intake**

Individuals experiencing homelessness that have been matched to the program site will undergo a program intake. Program Intakes will be completed throughout the week and as needed on weekends to ensure the site is at full capacity at all times. Ideally, program intakes will be completed Monday -Friday during the day to ensure their assigned case manager is on-site to provide support. Efforts are made to accommodate same-day intake appointment requests, especially from local law enforcement.

Upon entry, participants will be searched by a security guard for weapons, drugs/alcohol, and/or any other banned substances/belongings. Any prohibited items will be encouraged to be stored in designated Amnesty Lockers. COVID protocols will be followed per CDC guidelines. New participants will meet with an Intake Specialist to complete an intake packet, enter their information into HMIS, and if needed conduct a needs assessment. All personal items are placed into a Hot Box to ensure that all potential beg bugs are avoided.

### **Potential Intake Documents:**

- Request for copy Identification (ID), Social Security Card, and Birth Certificate
- Homeless Eligibility Certification Form
- Self-Declaration of Income (Proof of Income)
- Emergency Contact Sheet
- Participant Agreement
- HMIS Consent
- Grievance and Termination Policy
- TB Test/Acknowledgement
- Client's Rights and Responsibilities
- Notice of Privacy and Practices
- Participant Code of Conduct
- Transportation Code of Conduct
- Service Animal Agreement (if applicable)
- Mail Service Agreement (if applicable)
- Medication Storage Agreement (if applicable)





Copies of the signed forms are expected to be uploaded to their HMIS accounts within 48 hours of intake. During intake, the participant is assigned a unit, given a tour of the site, and shown where their additional storage space is located.

### **Program Exit**

It will be expected that the participants will work with the WCWS to achieve permanent housing. Ideally, this will lead to participants' exit and transition into permanent housing. WCWS staff with their clients to problem solve and identify any viable option of housing, this at times can include family reunification, relocation, or connecting participants to Rapid Rehousing or PSH for additional support. HTM will work in connecting participants to needed housing resources to minimize the length of stay for the participants. The length of stay for any client can range from 6-9 months. At times program participants may be exited from the program due to safety concerns, HTM staff are expected to document in detail the reason for exit in HMIS to adhere to the established HMIS expectations. This will also include an exit form to document exit details.

Reasons for exiting a participant involuntarily include:

- Participants' actions and behaviors pose a direct safety risk to themselves, other participants, and/or staff.
- Threats and/or acts of violence.
- Bed abandonment. (Not utilizing the unit for approximately 4 consecutive days)

### **Safety Concerns**

HTM has current protocols to ensure that staff is prepared to provide support in dealing with safety concerns. At times these safety concerns can include participants needing



medical attention, first aid, and or may be dealing with a life-threatening situation. All staff are trained and prepared to administer first aid, are trained in administering NARCAN when needed, and can support a client in obtaining emergency medical services or supporting a client in obtaining transportation for situations that do not warrant an ambulance. All HTM programs are supplied with enough PPE for all staff and clients and have at any given time OSHA approved first aid kits.

In instances where a program participant poses a risk to the safety of themselves and/or others, a trauma-informed approach will be taken in determining de-escalation tactics, safety planning, and how to move forward. Threats and/or acts of violence will not be tolerated under any circumstances, and any participant engaging in such behavior may be exited. Depending on the severity of the case a possible behavior plan can be completed to mitigate concerns and maintain the client in the program. Depending on the severity of the incident a participant will be informed of the reason for termination and complete a reinstatement plan for future use to track concerns and work towards positive change (Safe Behaviors). HTM has established protocols for packing participants' belongings in instances that participants are not present, participants personal belongings are held for 30 days before they are disposed of.

### **Site Management and Oversight**

The site will operate 24 hours a day, year-round including all expected holidays. HTM will outsource security personnel to increase site supervision and safety, security will be on-site at all times. All participants will be provided 3 meals a day by our Food Services Department consisting of at minimum 2 hot meals. HTM provides meals to all programs, this is done by ensuring that all meal restrictions are taken into consideration





during intake and are communicated to the food services department. All staff who handle food and support with food distribution complete food handler's certification to ensure all proper protocols are being used. Our Executive chef works on completing weekly menus for distribution and works on providing nutritionally balanced meals that meet government standards and meal production and distribution policies and protocols align with local departments of public health standards. Our food services department also ensures that the site has at all times snacks and water to ensure participants can eat if needed. This can include cereal, oatmeal, fruit, etc.

Transportation will be provided to all clients to attend all appointments associated with improving the likelihood of permanent placements, this includes medical, dental, and vision appointments, support with obtaining vital documents, and unit viewings. The site will have access to a vehicle and the manager will be given access to a company UBER HEALTH account to ensure all participant's transportation needs are met.

Wellness checks are conducted three times a day to monitor client safety. During the wellness checks, program participants can voluntarily open their doors to confirm their presence, or staff will announce themselves and enter the room and check on the status of the client. Wellness checks are utilized to ensure that the space being utilized is kept in order, this includes preventing any hoarding, working with clients to maintain a clean environment, and if needed providing hands-on support. Attendance is taken each night so we are aware of when a participant is missing. COVID protocols are implemented per CDC regulations.

Laundry support will also be provided to all participants in the program. Client Service monitors support with life skills building, this includes reeducating participants in



the proper way to wash their belongings and ensuring that the laundry machines are used appropriately.

HTM has the framework to quickly implement program operations. We have existing policies/procedures that include the implementation of COVID safety measures, infectious and disease control policy, grievance/harm reduction/housing first policies, staff-on boarding schedule, code of conduct, client rights & responsibilities, program guidelines, medication management policy, a notice of privacy practices, and intake documents/procedures. We have leadership staff that would be able to plan, develop and effectuate program operations and hiring. Our staffing includes the Chief Program Officer, Senior Director of Interim Housing, Sr. Director of programs, Sr. Director of Program Development, Sr. Director of Finance & Accounting, Sr. Director of Grant Management, and Director of Human Resources. Additionally, we have existing contracts with a security company vendor that we can utilize to provide 24/7 security. Due to our current staffing structure, existing policies & procedures, and screened candidate pool we would be able to hire & train staff and develop a program model to operationalize program activities within a 60-day time frame.

HTM provides all maintenance expectations for all shelters we operate; this includes ensuring that all repairs are completed on time. HTM operations departments handle all supply orders, maintenance requests, vehicle maintenance site repairs, and coordination with sites to ensure all submitted requests are completed. This is done by holding monthly meetings that review the operational support provided to the sites.



Confidentiality is important as all policies take into consideration HIPAA to ensure that HTM does not violate any HIPAA regulations. This is done by ensuring that all client files are secured, all correspondence is completed without sharing personal information, and ensuring that all needed consents are obtained before sharing any information with others.

### Proposed Staffing

Program staff includes:

- Program Manager (1FTE)
  - The Program Manager is responsible for all supportive services, residential advocates, and operational needs. They will provide supervision to all staff, and handle all employee relations matters such as payroll, evaluations, and time off requests. The program manager handles all scheduling needs and participates in a bi-weekly meeting to ensure continuity of care for participants.
- Program Coordinator 1(FTE)
  - Program Coordinator is responsible for managing the site and providing support to Client Service Monitors. This includes crisis intervention, de-escalation, ensuring wellness checks are completed and coordinating with the operations team to ensure maintenance and repairs are completed. Support Manager with swing shift coverage.
- Intake Specialist (2 FTE)





- Administrative support to ensure that all intakes are complete following quality assurance expectations. Intake specialist support management with any administrative task needed, specifically with ensuring the site is at full capacity.
- Client Service Monitors (20.5 FTE)
  - Client Service Monitors conduct site supervision to ensure all clients are not engaging in any risky behaviors. Client Services Monitors provide crisis intervention and escalation when a participant requires support, serves meals, supports hygiene needs, and completes the janitorial duties.
- Data Coordinator (1FTE)
  - Ensures all data elements are entered into HMIS, that all files are audited on a routine basis, and provides feedback to management to ensure any missing forms are completed on a timely basis.

HTM will outsource security personnel to increase site supervision and safety, security will be on-site at all times. HTM has established contracts with Security vendors and will utilize vendor who has experience working in the city of Victorville. HTM is open to transitioning staff from the current shelter to operate this site. Due to the number of new programs, HTM has been able to bring online, HTM has extensive experience able to hold hiring fairs, and recruit and hire the needed number of staff for anticipated programs. HTM values staff who hold lived experience and staff who hold experience providing services in the vicinity of new programs. HTM is looking forward to hiring management staff who are a good fit for the agency and the needs of the site.



## **Outcomes**

HTM thrives to ensure all programs are operating to meet the standards of the funder. Currently, HTM tracks Key performance indicators to ensure overall programming is conducted appropriately. Below is a list of outcomes measures and goals.

- Capacity
  - HTM works towards ensuring that 95% of capacity is utilized at all times.
- Length of Stay
  - HTM works towards maintaining an average length of stay of 180 days.
- Participants Served
  - Given the capacity for this program, HTM hopes to serve a minimum of 300 clients
- Permanent Housing Destinations
  - HTM tracks the number of exited clients who obtain housing, this goal is outlined in partnership with funders and service providers.

## **Additional information**

Please find attached copies of our current policies in regard required information. All policies can be adjusted to reflect the city of Victorville's information.

- Disease Prevention (Question 9G)
  - Please see attached Agency-wide policy
- Program Guidelines-Client Rules (Question 8)
  - Please see an attached example from the current Tiny Home Program



- Medication Storage Policy (Questions 9)
  - Please see attached policy for participant medication
- Grievance Policy (Question 11)
  - Please see attached policy for participant grievances
- Emotional Support Policy (Question 16)
  - Please see attached policy for participants with Emotional Support Animals



## Proposers References

### Reference #1

#### **Contact Information**

Lorraine Diaz, District Director for Second District of Los Angeles (CD2)  
Second District of Los Angeles  
5240 N. Lankershim Blvd., Ste 200 North Hollywood, CA 91601  
818.755.7676 | Lorraine.Diaz@lacity.org

#### **Type of service provided to the client**

Operations and supportive services to 3 Tiny Home Sites

#### **Project Description**

CD2 holds 3 Tiny Home villages: Chandler (75 units), Alexandria (200 units), and Whitsett (150 units) which HTM operated. In addition, HTM provides supportive services to all clients in the Tiny Home Village. HTM services consist of case management, site supervision, meals, security, storage, and hygiene services.

#### **Project Dates (starting and ending)**

2020-Current

### Reference #2

#### **Contact Information**

Semee Park, Senior Legislative Deputy for Third District of Los Angeles (CD3)  
Third District of Los Angeles  
19040 Vanowen St. Reseda, CA 91335  
Tel: (818) 774-4330 | semee.park@lacity.org

#### **Type of service provided to a client**

Operations and supportive services to 2 Tiny Home Sites

#### **Project Description**

CD2 holds 2 Tiny Home villages: Tarzana ( 101 units) and Reseda ( 148 units) which HTM operated. In addition, HTM provides supportive services to all clients in the Tiny Home Village. HTM services consist of case management, site supervision, meals, security, storage, and hygiene services.

#### **Project Dates (starting and ending)**

2020-Current

### Reference #3

#### **Contact Information**

Hannah Lee, Chief of Staff  
Twelfth District of Los Angeles  
9207 Oakdale Ave., Suite 200 Chatsworth, CA 91311





Phone: (818) 882-1212 | [hannah.lee@lacity.org](mailto:hannah.lee@lacity.org)

### **Type of service provided to the client**

Operations and supportive services at Trebek Center, congregate shelter of 107 beds.

### **Project Description**

HTM provides supportive services to all clients at Trebek Center. HTM services consist of case management, site supervision, meals, security, storage, and hygiene services. In addition, HTM is piloting a self-funded Mental Health Program to ensure all clients receive needed services to facilitate self-sufficiency.

### **Project Dates (starting and ending)**

2022-Current

### **Current Shelter Projects**

#### **Genesis House- B7 Shelter**

- 10264 Rincon Ave. Pacoima, CA 91331 (Los Angeles County)
- August 2022- Present-
- *December 2013- July 2021. The site operated as a family shelter.*
- Funded by LAHSA- \$562,100.00
- Populations- Homeless Individuals with involvement in the criminal justice system

#### **Arroyo Seco Tiny Home Village - Interim Housing**

- 401 S. Arroyo Seco Parkway Los Angeles, CA 90042 (Los Angeles County)
- Start date August 2021-Site is currently being operated by HTM.
- Funded by Los Angeles Homeless Services Authority, Contract Amount- \$3,732,920.00
- Population- Homeless individuals-

#### **Whitsett Tiny Home Village - Interim Housing**

- 12550 Saticoy St. North Hollywood, CA 91605 (Los Angeles County)
- June 2021- The site is currently being operated by HTM.
- Funded by Los Angeles Homeless Services Authority, Contract Amount- \$3,467,250.00
- Population- Homeless individuals

#### **Tarzana/Topham Tiny Home Village - Interim Housing**

- 18616 W. Topham St. Tarzana, CA 91335 (Los Angeles County)
- April 2021 - The site is currently being operated by HTM.
- Funded by Los Angeles Homeless Services Authority, Contract Amount- \$2,971,100.00
- Population- Homeless individuals





#### Reseda/ Vanowen Tiny Home Village - Interim Housing

- 19020 West Vanowen St. Reseda, CA 91335 (Los Angeles County)
- March 2021 -The site is currently being operated by HTM.
- Funded by Los Angeles Homeless Services Authority, Contract Amount-\$2,971,100.00
- Population- Homeless individuals

#### Alexandria Tiny Home Village - Interim Housing

- 6099 N. Laurel Canyon Blvd. North Hollywood, CA 91606 (Los Angeles County)
- January 2021 - The site is currently being operated by HTM.
- Funded by Los Angeles Homeless Services Authority, Contract Amount-\$4,015,000.00
- Population- Homeless individuals-

#### Chandler Tiny Home Village - Interim Housing

- 6099 N. Laurel Canyon Blvd. North Hollywood, CA 91606 (Los Angeles County)
- November 2020- The site is currently being operated by HTM.
- Funded by Los Angeles Homeless Services Authority, Contract Amount-\$1,505,625.00
- Population-Homeless individuals-

#### ABH Raymer- Interim Housing

- 13160 Raymer St. North Hollywood, CA 91605 (Los Angeles County)
- January 2020 The site is currently being operated by HTM.
- Funded by Los Angeles Homeless Services Authority, Contract Amount-\$1,861,500.00.
- Population- Homeless individuals

#### ABH Van Nuys- Interim Housing

- 7702 Van Nuys Blvd. Van Nuys, CA 91405 (Los Angeles County)
- May 2020 -. The site is currently being operated by HTM.
- Funded by Los Angeles Homeless Services Authority, Contract Amount-\$2,190,000.00
- City Roadmap County- City ESG-CV Federal- \$2,190,000.00
- Homeless individuals- Criteria defined by HUD

#### ABH Trebek Center

- 18140 Parthenia Street. Northridge, CA 91325
- May 2022 – The site is operated by HTM
- Funded by Los Angeles Homeless Services Authority, Contract Amount-\$2,230,000.00
- Homeless Individual – Criteria defined by HUD



#### Casa De Vida- Family Residential Shelter

- 10323 DeSoto Ave. Chatsworth, CA 91311 (Los Angeles County)
- April 2018- The site is currently being operated by HTM.
- Funded by Los Angeles Family Housing- \$350,400.00
- Contact Info: Kimberly Roberts, LCSW  
Deputy Chief Programs Officer | LA Family Housing  
c. 619-944-1125| a. 7843 Lankershim Blvd. N. Hollywood, CA 91605
- Population- Homeless Families

#### Shepherd House - Family Residential Shelter

- 10337 DeSoto Ave. Chatsworth, CA 91311 (Los Angeles County)
- June 2017- The site is currently being operated by HTM.
- Funded by Los Angeles Family Housing- \$379,600.00
- Contact Info: Kimberly Roberts, LCSW  
Deputy Chief Programs Officer | LA Family Housing  
c. 619-944-1125| a. 7843 Lankershim Blvd. N. Hollywood, CA 91605
- Population- Homeless Families

#### The Landing – Transitional Age Youth

- 207 Burbank Blvd. Burbank CA
- July 2015 – The site is currently operated by HTM
- Funded by LAHSA Contract - \$693,500



#### Required Related Documents- Attachments

- Submission of Certification
- Budget for Wellness Center
- Proposer Identification
- Worker's Compensation Certification
- Exceptions Form
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions
- Nonlobbying Certification for Federal Contract
- Acknowledgment Pages for all RFP addenda



Title	Infection Control/Standard/Universal Precautions with TB guidance
Description	This document contains Hope of the Valley Rescue Mission current Infection Control/Standard/Universal Precautions Policy. This policy includes a Flu/COVID appendix (A) and a TB Appendix (B).
Implementation Date	8.1.22
Revised by and Date	Bernice Saavedra 7.22.22
Approved by and Date	Steve Morse 10.01.22

### Policy

Hope of the Valley utilizes Standard Precautions. Standard Precautions, formerly referred to as Universal Precautions, is a system of infection control which assumes that all human blood and certain body fluids are treated as if known to be infectious for HIV, HBV and other blood borne pathogens. Standard Precautions shall be **consistently** used for **all individuals within a Hope of the Valley Operated site**. Implementation of Standard Precautions does not eliminate the need for other category or disease-specific isolation precautions.

HOTV is committed to the health and well-being of our employees, contractors, visitors, volunteers and participants, to this end to ensure the safety of every employee, contractor, intern or volunteer who has or have direct interaction with a participant are expected to follow this policy.

HOTV operated sites employees are required to provide evidence of freedom from infectious tuberculosis (TB). In Addition, participants who are participating in the Housing Program must also be screened for Tuberculosis (TB) as part of program intake and annually thereafter. Additional information is attached in Appendix B.

Body fluids which are directly linked to the transmission of HBV and/or HIV to which Standard Precautions apply are blood, blood products, semen, vaginal secretions, saliva and concentrated HIV and/or HVB viruses. Standard Precautions also apply to body tissues and any other human body fluids visibly contaminated with blood.

Although saliva has not been implicated in HBV and/or HIV transmission, to minimize the need for emergency mouth to mouth resuscitation, mouthpieces, resuscitation bags, and other ventilation devices will be available at all HOTV program sites.

Revised 10.01.22





All HOTV staff are expected to following all Infection Control/Standard/Universal Precautions protocol at all times when on shift.

All Hope of the Valley employees shall routinely use appropriate barrier precautions to prevent skin and mucous membrane exposure when contact with blood or other body fluids are anticipated.

A supply of nonsterile gloves and masks will be made available at all HOTV program sites and this equipment shall be worn when it is apparent that contact with blood or body fluids is reasonably expected.

These protective barriers shall be examined by HOTV management on at least a monthly basis and shall be maintained or replaced on at least an annual basis to ensure their effectiveness.

In general, the selection of the type of protective barrier or equipment will include the consideration of the probability of exposure, the type and amount of blood or body fluid, as well as the route of transmission.

If a situation is likely to generate splashing, spraying, splattering and generation of droplets of blood and/or body fluids beyond the protective barrier provided by gloves and HOTV employee should request additional support and protective equipment.

Hands and other skin surfaces shall be washed immediately and thoroughly if contaminated with blood or other body fluids. Hands shall be washed immediately after gloves are removed. It is not acceptable to wash gloves instead of removing gloves, washing hands, and applying clean gloves.

To prevent needle stick injury, contaminated needles or other sharps must not purposely be bent, sheared, broken, recapped, removed from disposable syringes, or otherwise manipulated by hand. They shall be disposed of in sharps containers.

All HOTV employees shall take precautions to prevent injuries caused by needles, or other sharp objects during work tasks. Disposable syringes and needles or other sharp items shall be placed in puncture-resistant sharps containers for disposal. A puncture-resistant container should be located at each HOTV operated site and identified as biohazardous.

HOTV employee who, during the course of their work, are potentially exposed to blood and body fluids must inform their direct supervisor. In addition, this data on risk classification will be maintained by Human Resources. In an occurrence In the event where potential exposure has occurred, HOTV staff are required to complete an incident report stating all relevant information before the end of the shift.

## **Procedure**



Implementation of Infection Control/Standard/Universal Precautions will be accomplished as follows:

**Gloves** shall be worn when direct contact with blood and visibly blood-tinged body substances can reasonably be expected including contact with blood and body fluids, mucous membranes, non-intact skin of individuals, handling of items or surfaces soiled with blood or body fluids. Gloves shall be changed after contact with each participant or customer.

**Gloves** should be put on prior to beginning a task and removed when the task is complete. Hands must be washed after removal of gloves or other personal protective equipment. Gloves shall be worn for all work tasks where a potential exists for exposure to blood or body fluids. The work tasks will include, but not be limited to:

- Handling of contaminated trash
- Handling of soiled laundry/linen
- Cleaning body fluids spills
- Cleaning blood spills

The following are guidelines for **Cleaning Up Spills**

- Cleaning up spills of blood and other body fluids:
- Gloves shall be worn.
- Any sharp objects such as broken glass or plastic should be removed before the fluid is wiped up. Heavy general purpose utility gloves shall be worn to clean up spills if glass or plastic are present.
- The spilled substance shall be thoroughly wiped up using disposable absorbent material (i.e., paper towels) which are then discarded as regular waste. If the absorbent material is saturated (dripping) with blood/bloody body fluids, then the absorbent material shall be discarded as biohazardous waste.
- A hospital-grade disinfectant shall then be applied to the area of the spill.

**Handwashing** with soap and water is mandatory between each client or customer contact and should be done whenever hands are visibly soiled. Hand cleanser and clean cloth/paper towels or antiseptic towelettes will be provided by HOTV. When antiseptic hand cleanser or towelettes are used, hands must be washed with soap and running water as soon as feasible.

**Masks** are only needed when it is likely that nose and mouth will be splashed with moist body substances or when personnel are working directly in or around areas of large open wounds.

**Eye shields**, goggles, or face shields are only needed when there is a likelihood that the eyes may be splashed with body fluids.



**Contaminated needles** or other sharps must not be bent, sheared, broken or recapped by hand. Needles and other sharps must be discarded in rigid, leak proof puncture resistant containers for disposal. A puncture-resistant container should be located at each HOTV operated site and identified as biohazardous.

- Needles shall never be removed from syringe or vacutainer holder, and they shall be disposed of as a unit in a puncture-resistant leak proof container.
- The top of a puncture-resistant leak proof (sharps) container should always be viewed prior to approaching it with a sharp for disposal to avoid puncture injury from a needle sticking out of the opening. Never try to "stuff" needles into a full box.
- When sharps containers are  $\frac{3}{4}$  full, they shall be carefully sealed and packaged for disposal. During removal and packaging, needle disposal containers shall be held in the upright position to avoid leakage of blood or other body fluids.
- HOTV sites shall be assigned to replace needle disposal containers when they are  $\frac{3}{4}$  full.

**Linen soiled** with blood or blood-tinged body fluids must be gathered without undue agitation and placed in a leak-proof bag for disposal. Bagging should occur at the location where it was used, however double bagging is not necessary.

**Containers** used for waste containment must be large enough to hold all contents and must prevent leakage of fluids during handling, storage, transport and disposal. If outside contamination of the container occurs, a second container shall be used to encase the first.

**Housekeeping** - Environmental surfaces such as walls, floors, and other surfaces are not associated with transmission of infections to either participant or employees, therefore, attempts to disinfect or sterilize is not necessary. However, changing and removal of soil should be done routinely using products that, according to the manufacturer's instructions are effective for the required sanitation outcome and are registered with the EPA.

**Laundry**- Soiled linens should be handled as little as possible. Linens should be washed with detergent and hot water (at least 60 degrees C for 25 minutes) or if lower temperature cycles are used, with chemicals suitable for low temperature washing at proper use concentration.

- All soiled laundry shall be considered contaminated and shall be handled using Universal Precautions.
- Laundry workers shall wear utility gloves and masks handling all laundry.
- Leakproof, puncture-resistant containers shall be appropriately located in the laundry for disposal of needles and other sharps.
- When sharp objects are discovered in laundry, the sharp object shall be removed only with forceps and then placed in a leakproof puncture-resistant container.

Incident Reporting

Revised 10.01.22





If an employee has an exposure incident, the employee shall file an accident report with his/her supervisor as soon as feasible and the individual shall be encouraged to be tested for HBV and HIV as soon as feasible and then at intervals of six (6) weeks, twelve (12) weeks, and six (6) months following the incident.

An evaluation of any incident that exposed or potentially exposed an employee to infection with blood borne pathogens shall be undertaken collaboratively by HOTV Leadership and a description of the corrective action taken to prevent recurrence of similar exposures shall be recorded.

Progressive discipline will occur for any employee that fails to comply with Universal Precautions. Documentation will include the employee infraction and the corrective action taken by the facility to bring the employee into compliance.



## FLU/COVID Appendix A

**COVID-19:** People with COVID-19 usually have mild to severe respiratory illness with symptoms of fever, cough, shortness of breath. Some people have other symptoms, including chills, muscle pain, sore throat, or new loss of taste or smell. Not everyone with COVID-19 will have all symptoms and fever might not be present. These symptoms may appear 2-14 days after exposure.

**Seasonal Flu:** Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

### Confidentiality of Medical Information:

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

### Phases of escalation and general action preparation



### Pandemic Plan COVID-19

#### Raising awareness.

- Communicate hygiene and health practices
- If you get sick stay at home
- Facilities to provide disinfectant and sanitation products

#### Preventive actions.

- No participation on events or trainings (internal & external) if needed
- No business trips (only if necessary, to maintain business) use WebEx, Zoom or FaceTime meetings



Confirmed cases in the immediate vicinity.

- Use Home offices/remote work if possible
- No meetings, use WebEx, Zoom or FaceTime meetings

Confirmed cases at Business

- Use Home offices/remote work, if possible
- Offer free COVID-19 disease test for all employees
- Instruct employees regarding their rights pertaining The Families First Coronavirus Response Act to sick/flextime days/vacation days/UI.

Considerations if situation reaches Phase 3 or Phase 4

Phase 3

- Identify technology needs (ex. access to Company software) and prepare accommodations to access from home
- Establish protocol for minimizing congregations in group spaces (work break room, Team members' offices, large conference room(s), etc.)
- Develop protocols for access to facilities in the even Phase 4 occurs (access to all locations)
- Establish policy and protocol for team members traveling for vacation, especially to areas of concern (level 2, 3, or 4 on CDC website)
- Prepare plan for additional disinfecting and sanitation services in all facilities
- Monitor communication channels for revised policies on visitors and other on-site meetings
- Develop communication plan for team members and contractors
- Identify emergency response team, and escalation protocols for evaluating threat levels and enacting steps in the next phases

Phase 4

Mandatory 5-10-day quarantine for team members with a confirms positive test

Enact plans for modified shift schedules to enable reasonable social distancing

- Monitor employee schedules closely
- If a team member(s) has fever, send home and quarantine, test, and clear those in contact with sick employee(s)
- Quarantine sick team members for 14 days, and encourage medical clearance before returning to work
- Identify employee assistance programs for sick team members (FMLA, FFCA, WC, unemployment, etc.)



## **Tuberculosis Prevention & Control Appendix B**

Tuberculosis (TB) continues to remain a health concern in Los Angeles County (LAC) and the state of California. The purpose of this policy is to ensure the safety of Hope of the Valley (HOTV) participants, staff, and other stakeholders by complying with guidelines to lower the risk of infection of tuberculosis (TB).

These procedures apply to all HOTV Program employees, contractors, interns, and volunteers located in all of HOTV locations.

### **Definitions:**

- *Tuberculosis (TB)*: an infectious bacterial disease characterized by the growth of nodules (tubercles) in the tissues, especially the lungs
- *HMIS*: Homeless Management Information System is a local information technology system used to collect participant-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness

### **Responsibilities:**

- Human Resources is responsible for ensuring any new hires have completed the TB screening process prior to their start date. HR is also responsible for notifying the staff member to renew their TB test on an annual basis.
- Program Leadership are responsible for ensuring participants in a HOTV shelter Program have tested negative for TB as part of their intake.
- The TB Liaison will serve as HOTV main point of contact for any related issues in connection with these TB Prevention Guidelines.

### **Policy and Procedure**

HOTV employs an Infection Control/Standard/Universal Precautions policy. All individuals at the facility, including employees, contractors, volunteers, and participants are required to show proof of freedom from infectious tuberculosis.

Education on infectious TB and the test will be completed throughout the agency on an ongoing basis. Further, training and education is provided to all employees to recognize the signs and symptoms of infectious TB.

HOTV TB Liaison is Brandon Hanner. HOTV will notify the LAHSA Contract Specialist and Performance Management Unit, in writing, within five days if the TB Liaison changes.

### **Employees/Contractors/Interns/Volunteers**

The initial TB test is to be conducted under a licensed medical practitioner on or before the date the staff member begins providing services at or on behalf of HOTV, documenting a negative skin test or other tuberculosis screening test recommended by the U.S. Centers for Disease Control and Prevention (CDC).





The test must be administered within seven (7) days before the date the staff member begins providing services at or on behalf of HOTV and must include the date and the type of tuberculosis screening.

HOTV Human Resources Department will provide a referral to a clinic to conduct the screening. If the staff member has had a positive skin test or other tuberculosis screening test such as chest x-ray, the staff member must provide a written statement that they are free from infectious tuberculosis signed by a medical practitioner dated within sixty days before the date the staff member begins providing services at Hope of The Valley Rescue Mission.

Thereafter, every 12 months, staff will be required to submit proof of freedom from infectious tuberculosis, with documentation of a negative skin test or a written statement that they are free from infectious tuberculosis signed by a medical practitioner. This must be renewed annually within 30 calendar days before the anniversary date of the most recent tuberculosis screening or written statement.

Proof of freedom from infectious tuberculosis is documented in the personnel file.

### **Participants**

As part of the intake process, all participants seeking entry to HOTV Shelter programs will be screened for TB.

On each new entry to the program, staff should ask and observe: DOES THE PARTICIPANT HAVE A COUGH?

- a. If NO, staff will advise participant to notify housing staff if a cough develops in the future.
- b. If YES, staff will refer the participant to a private area to complete a symptom screen questionnaire

Asymptomatic participants with TB clearance within the past 12 months of intake, must be permitted to continue with program intake.

Asymptomatic participants with no record of TB clearance can continue their intake. However, upon intake and admission, HOTV will refer the participant for additional screening.

Non-symptomatic Participants must show evidence of TB clearance by a healthcare provider within seven days of initial admission to the program.

Participants who show symptoms of TB will be immediately referred to an appropriate LA County Department of Public Health or LA County Department of Health Services TB Clinic.

If participant has a cough for more than 3 weeks and 1 or more other symptoms of active TB disease, isolate participant until referred for medical evaluation. Move participant to a well-



ventilated area or, if weather permits, an outside area. If the participant is unable to get medical services right away, separate them from the other participants.

Give the participant a mask right away and advise them to cover their nose and mouth when coughing or sneezing.

LA County TB Screening clinic locations and hours of operation can be found here:

<http://publichealth.lacounty.gov/tb/>

Those participants showing symptoms of TB may only be allowed entry into the program upon receipt of TB clearance from a healthcare provider.

- Symptoms include:
  - Coughing that lasts more than two-three weeks
  - Coughing up blood or mucus
  - Chest pain, or pain with breathing or coughing
  - Unintentional weight loss
  - Fatigue
  - Weakness
  - Fever
  - Night sweats
  - Chills
  - Loss of appetite

HOTV enters TB clearance information into the HMIS system.



### **Cough Alert Protocol (CAP)**

All staff play an important role in preventing and controlling the spread of TB and other infectious diseases in HOTV facilities.

The list below describes activities staff will carry out to prevent and control TB:

All staff will:

- Observe clients for persistent coughing and signs of active TB disease
- Refer anyone with a cough to a private area to complete the Review of TB Symptoms form (See "Symptom Questionnaire" form)

Shelter staff (as directed by the TB Liaison) will:

- Complete a Weekly Cough Alert Log (See "Weekly Cough Alert Log")
- Give a copy of the log to the TB Liaison right away during the day or the next morning if a coughing client is identified during the night

The TB Liaison (or designee) will:

- Receive the Cough Alert Log
- Review the Cough Alert Log to identify any symptomatic client
- Follow Referral Process to refer symptomatic clients for medical evaluation and clearance.
- Isolate symptomatic clients
- Prominently display educational posters on Covering Your Cough
- Prominently display educational posters on tissue technique and disposal

### **Related Policies:**

Infection Prevention and Control

### **Related Forms:**

TB Symptom Questionnaire

Weekly Cough Alert Log





### **Tiny Homes Program Guidelines & Participant Agreement**

1. The Tiny Homes program is a 90-day interim housing site that aims to support individuals in obtaining permanent housing by providing basic needs (food, hygiene services, etc.) case management and housing navigation.
2. Program quiet hours are from 10pm-6am. Entry & exit hours are from 6am-10pm. Participants are allowed access in and out of the facility during these times. Participants may request accommodations outside of these hours for circumstances such as employment, physical, and mental health appointments. Participants must request accommodations with staff.
3. Staff will conduct a daily participant attendance at 10 pm to monitor occupancy. Participants who miss more than four consecutive nights and/or continuously miss nights may be exited from the program. - If clients become incarcerated, hospitalized, or go to detox, the attendance will be extended to 7 nights. After the seventh consecutive night missed, individuals that are incarcerated, hospitalized or at detox will be exited.
4. Participants and their belongings will be searched by security each time they enter the facility. Participants must remove hats, caps, scarves and empty their pockets during the security check. - Participants' belongings will be placed in a HotBox that will decontaminate the items from bugs or other parasites when entering the facility.
5. All staff & participants will undergo a COVID-19 screen by the security guard before entering the facility. The COVID-19 screen includes the reading of the individual's temperature and assessment for any COVID 19 related symptoms.
6. Participants must be fully clothed (shirt/pants) and wearing shoes at all times in common areas and when not inside his/her own Tiny Home.
7. Participants & staff will undergo 3 wellness checks daily to assess for COVID-19 symptoms including, but not limited to, fever, cough, sore throat and other related symptoms. Participants should step out of the Tiny Home for the checks. If the participant is not responsive, staff will verbally request the participant to step out. If a participant is still not responding to the staff's request the staff member will verbally inform the participant that they will open the door to ensure they are safe.
8. Weapons, torches, screwdrivers, scissors, knives, alcohol, or illegal substances will not be allowed in the facility. Participants may exit if they are found to be in the possession or use of any of the listed items in the facility.
9. Guns/BB Guns are not allowed in the facility or in the amnesty lockers at any time. Participants may exit if they are in possession of guns and or BB guns.
10. Participant medication will be allowed on-site if the name on the medication matches a Government Issued ID, Driver's License, Passport, or Shelter ID of the participant. Medication includes prescribed medication and non-prescribed, legally purchased medication. Staff can provide a safe designated space to store participant medication if needed. Prescription medication is not to be shared with other participants onsite at any time.
11. Participants may not enter administrative offices, storage sheds or other unauthorized areas unless they are accompanied by a staff member.
12. Participants are responsible for their own personal belongings. Hope of the Valley does not assume responsibility for lost or stolen items at any time.

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13. Each Participant is assigned a tiny home and should not go into another participant's assigned sleeping area at any time.
14. Participants are expected to be respectful to others. Theft, vandalism, violence, harassment, name calling, derogatory comments and threats of violence are not acceptable. Abusive language towards other participants, staff, or volunteers is prohibited. Verbal, physical or visual harassment of another client, staff or volunteer is prohibited. Participants who display any of the above mentioned behaviors may be exited from the program.
15. All participants are responsible for ensuring the cleanliness of their living area and personal hygiene. • Urinating and defecating inside Tiny Home or around Tiny Home is prohibited. • Emergency exits inside each Tiny Home must be accessible at all times and only used in the event of an emergency.
16. Meals will be provided as follows: Breakfast 8:00am – 9:00am, Lunch 12:00pm – 1:00pm, and Dinner 6:00pm – 7:00pm. Outside food is allowed on-site. Participants must ensure that they are storing any opened food in sealed containers or bags & dispose of food as appropriate to ensure a clean environment.
17. **Smoking (cigarettes) will only be permitted in designated outdoor smoking areas.** Only 1 individual is permitted to smoke at a time to reduce any airborne transmission of diseases. **Smoking, lighting candles or any other items that produce smoke are not permitted inside or outside the Tiny Homes. Covering smoke detectors is prohibited.**
18. Shower times are from **7:00am to 8pm daily**. Showers are limited to 30 minutes to allow time for all participants to shower. Participants may request accommodations outside of these hours for circumstances such as employment, physical, and mental health appointments. Participants must request accommodations with staff.
19. The onsite Laundry Room is accessible from **7:00am to 8:00pm daily** – a laundry time slot will be allotted to ensure everyone has an opportunity to wash. Please double check all pockets in clothing and remove any items. 6 pm is the cut off time for the start of the last load. Laundry must never be left unattended and participants are to only wash his/her clothes.
20. Participants will wear a mask at all times while in the facility due to Covid-19 policy. • Participants will keep a minimum of a 6-foot distance from others.
21. In the event that there is an outbreak of an infectious disease, such as COVID-19, at the site the entire facility will need to quarantine. During quarantine participants who are fully vaccinated can come and go. Participants that are unvaccinated, are allowed to leave the facility, however access back into the facility will not be granted until the Department of Public Health has cleared the site to re-open.
22. Participants will turn off the Air Conditioner and/or Heater, and unplug any equipment from the outlets in their Tiny Home when they are not being used.
23. Participants are allowed to bring in two large bags equaling a maximum of 60-gallons. Participants will be provided one 60-gallon storage bin for their belongings. Items cannot be stored outside of the Tiny Homes at any time.
24. Storage inside the Tiny Home is limited to the participant's half section of the Tiny Home. • Throwing/bouncing balls is prohibited inside the facility.
25. Rollerblading, roller skating, skateboarding, and biking on site is prohibited.
26. **One bike** is allowed per participant. Participants are responsible for locking and securing their bike. Furniture, wagons, carts, and other wheeled equipment are not allowed inside the facility.
27. Participants are not allowed to have and use any plug-in kitchen in their Tiny Home such as (microwaves, hotplate, toasters, extension cords, etc.)

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28. Staff will conduct weekly thorough room checks to assess for cleanliness of the home, prohibited items, and to ensure that participants are utilizing appropriate storage in their Tiny Home. Staff may also conduct unannounced room checks. Staff have the right to do thorough room checks even if participants are not present. Curtains should not be hung in the doorway of Tiny Homes. This procedure is in place for the safety of onsite participants and staff.
29. A locker will be provided to all participants. Items that are not allowed inside the facility include, but are not limited to, torches, knives, alcohol, tools, & sharp objects. These items will need to be stored in the locker. Participants can request access to their belongings inside the locker between 6a-10p.
30. If a participant is exited from the program, staff will pack the participant's belongings. Belongings will be held for a maximum of 30 days from the date of exit. If items are not picked up by that time frame they will be discarded. Participant agrees to these terms.
31. When a participant has been matched to a housing resource (e.g., housing voucher, permanent supportive housing, rapid rehousing, or any housing subsidy program) they will have 90 days from the match of the housing resource to exit the program into permanent housing. Participants should be actively engaged in services and meeting with their Housing Navigator to identify housing before their exit date. Participants may be exited from the program if they are not engaged in services and identify housing by the 90-daytime frame.

***While participating in the Tiny Home Program you are considered a Participant, not a tenant. You are hereby informed that you do not have exclusive rights to use or possess the site.***

I, \_\_\_\_\_, have read, understand, and agree to abide by the program guidelines set forth by **Hope of the Valley Rescue Mission**. I further understand not following the program guidelines may result in suspension of services and exit from the program.

PARTICIPANT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STAFF NAME \_\_\_\_\_

STAFF SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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**HOPE OF THE VALLEY**



Title	Policy and Procedure: Service/Emotional Support Animal
Description	Policy and Procedure for all Service Animal and Emotional Support Animals belongings to our participants in a HOTV Program Site. This policy does not apply to HOTV's Social Enterprises.
Implementation Date	8.1.22
Revised by and Date	Bernice Saavedra 7.21.22
Approved by and Date	Steve Morse 10.01.22

The purpose of this policy and procedure is to provide information to participants related to Service Animals/ Emotional Support animals. Hope of the Valley (HOTV) generally prohibits animals in its buildings or on its grounds. However, HOTV recognizes certain participants may have a medical or emotional need to have a service/emotional support animal and HOTV will reasonably accommodate those needs. HOTV will comply with all state and federal laws by ensuring that persons with disabilities have equal access to our facilities and to participate in our programs and services. HOTV hereby incorporates the Los Angeles Homeless Services Authority's Service Animal Accommodation Policy dated July 1, 2010, a copy of which is available upon request.

The following definitions shall apply to these Guidelines:

- **Person or Individual with a Disability.** A person who has a sensory, physical or mental impairment that limits one or more major life activities, including but not limited to walking, talking, seeing, breathing, hearing, or living independently.
- **Pet.** A domesticated animal kept for pleasure or companionship. Pets are not considered service or emotional support animals.
- **Service Animal.** Any dog or other common domestic animal individually trained to do work for or perform tasks for the benefit of a qualified person with a disability. The "training" of a service animal need not be formal or professional, nor result in any special license or certification. Examples of service animals include guide dogs to help people with visual impairments; hearing/signal dogs to assist people who are deaf or hearing impaired; warning dogs to assist people with epilepsy; psychiatric service animals trained to do work or perform tasks for individuals with psychiatric disabilities (e.g. providing counterbalance/bracing for participant's dizziness resulting from psychotropic medication); and other animals that have been trained to assist individuals with a mobility or health impairment, in performing tasks including, but not limited to, carrying, fetching, opening doors, and ringing doorbells.
- **Emotional Support Animal.** An animal that helps an individual with psychiatric disabilities manage or alleviate the symptoms of those disabilities, by providing therapeutic nurture, comfort and support.



### **Policy**

A service animal is not a pet. Participants that require the assistance of a service animal are not required to provide any form of documentation. Limit 1 animal per participant.

Emotional support animals are not required to have specialized training. Participants that require the assistance of an emotional support animal may be required to provide documentation from a medical provider, psychologist, social worker, non-medical service provider, peer support group member, or other reliable third party that the participant has a disability and that the animal provides support that alleviates a symptom or effect of his or her disability. A determination regarding whether any documentation for an emotional support animal is required will be considered on a case-by-case basis.

Documentation acquired on the Internet will not be accepted for verification of the legitimacy of Emotional Support Animal.

HOTV will ensure that persons with disabilities are not excluded from their programs or services. If necessary, HOTV will make "reasonable accommodations" or reasonable modifications to programming to allow individuals with service animals to participate. If the individual requests a specific accommodation due to their service animal, HOTV may ask the person why they need that particular accommodation. The person then has the opportunity to disclose any and all pertinent information concerning the service animal's care (i.e. whether the animal is easily annoyed by loud noises or bright lights). In making its determination regarding the requested accommodation, HOTV will engage in a respectful interactive process with the individual making the request. Staff may not ask the individual about their disability.

Injuries to or caused by the service animal must be immediately reported to Program Manager or senior management on duty.

Service Animals/Emotional Support Animals will not be segregated from his/her handler.

Service/emotional support animal(s) must be able to reside within the participant's living area. Owners of service/support animals are responsible for the supervision, daily care, and hygiene maintenance of their animal(s) at all times.

Service/emotional support animals may be removed from a shelter location for reason of health, safety or disruption of program. For example, the service animal is out of control and the animal's handler does not take effective action to control it; or the animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications. Infractions will be handled on a case-by-case basis.

In the occurrence that there is an animal related incident an incident report must be completed. If a participant is injured by a service/emotional support animal HOTV staff should provide assistance to receive medical attention. If a staff is injured by a service/emotional support animal HOTV must follow all procedures for obtaining an injury on the job. All required forms must be completed if medical attention is required or refused.





**Procedure**

HOTV Staff will review expected guidelines with all participants during intake. Participants are expected to follow guidelines and will be expected to sign guidelines as acknowledgment of responsibilities.

All participants will be shown where the designated animal area is at each site during intake. All participants will be informed to contact their program manager for any animal related needs or concerns. This can include animal care services, food or needed supplies.





**Participant's Service Animal/ Emotional Support Animal Guidelines and Agreement**

**1. Animals must be controlled by the participant at all times.**

- a. Participants must maintain control of the animal at all times. While a service/emotional support animal is in a common area, it should be under the direct control of the participant or an assistant. When in the presence of others, a service/emotional support animal is expected to be well behaved.
- b. When outside of the participant's dwelling, a service/emotional support animal (i.e. dog) must be on a leash at all times. It should never be permitted to wander off its leash except if it is working.
- c. Animals must be carried or kept in an appropriately sized crate/carrier when outside the participant's dwelling.
- d. Animals must be secured in a carrier if the participant is not in the room and when the ESA is left alone.

**2. The participant is responsible for taking care of their animal.**

- a. The animal must have food and fresh water.
- b. Service Animal/Emotional Support Animal must be walked on a daily basis.
- c. Waste material is to be picked-up and properly disposed of.
  - i. The animal must be kept clean i.e. bathed on a regular basis as needed; the participant is responsible for cleaning the bathroom tub or sink if used for animal washing
  - ii. Referrals to free or low-cost grooming services will be provided as they become available.
- d. Crate/carriers must be washed on a weekly basis, or more often if needed.
- e. Participants must keep their animal current with any required vaccinations and attend to any medical needs that their animal may have.
  - i. Referrals to free or low-cost vaccine and spay/neuter services will be provided as they become available.
- f. Animals must be free of fleas and other pests.
  - i. Referrals to free or low-cost grooming services will be provided as they become available.
- g. Owners must agree to store food for their animals in designated areas and may not leave food or water for their animal outside of their dwelling where it may attract other animals.

**3. The participant must follow Interim Housing policy regarding support/service animals on site:**

- a. Aggressive animals and certain breeds must be muzzled on site at all times (excludes service animals)
- b. Animal must be in a crate if left unattended in participant's assigned living space
- c. Animal must be leashed at all times (when not in crate)
- d. Animal is not permitted to enter dining areas (excludes service animals)



- e. If the owner allows another participant to watch the animal, this decision is solely the responsibility of the owner and the animal's behavior remains the responsibility of the owner

**4. Owners must have an identified emergency care person.**

- a. Owners must provide the name and contact information of an emergency care person who will take care of their animal in the event that the owner is in the hospital, jail, or otherwise indisposed.
- b. Animal control will be contacted within 24 hours in the event that the emergency care person is unable to be contacted or unwilling to care for the animal.

**5. Owners should have a current City of Los Angeles License and vaccinations for their animal.**

**6. Participants will be required to remove their animals for any of the following reasons:**

- a. The animal's behavior poses a direct threat to the safety of others and the threat cannot be eliminated by a reasonable modification.
  - i. Participant understands that HOTV has an obligation to ensure the health and safety of all participants (including volunteers) and in the event that another party is injured by their animal client bears responsibility and animal control may be contacted.
- b. The animal is disruptive and interfering with the program and the participant does not take effective action to control it.
- c. The animal is creating an unsanitary condition.

My designated emergency care person is: \_\_\_\_\_

who can be reached at the following address and telephone number \_\_\_\_\_

\_\_\_\_\_  
*I understand the shelter guidelines for service/emotional support animals. I know that I can be required to remove my animal from the site if I do not follow the Participant Service/Emotional Support Animal Guidelines.*

\_\_\_\_\_  
Participant's name (print)

\_\_\_\_\_  
Participant's name (signature)

\_\_\_\_\_  
Staff signature

\_\_\_\_\_  
Date



Title	Policy and Procedure: Medication Storage
Description	This policy and procedure describes HOTV Medication Storage practices at our program sites.
Implementation Date	8.1.22
Revised by and Date	Bernice Saavedra 7.21.22
Approved by and Date	Steve Morse 10.01.22

This medication storage policy provides nonbinding recommendations on the storage of medication to participants, thereby assisting participants with their medication needs. Hope of the Valley provides support to participants in obtaining their medication, but does not administer or manage medication to participants. HOTV values the importance of adhering to medication protocols and support to participants in reaching their medication goals.

#### **Policy**

HOTV does not administer any medication to clients as part of our programming. No staff is allowed to provide medication dosage to clients, assume responsibility in administering medication to clients, provide medical advice or recommendations, or obtain medication for clients.

HOTV medication storage involves the support of clients in obtaining and administering medication for themselves. The following level of support can be provided:

- Provide participants transportation to pharmacy to obtain their prescribed medication
- Provide case management support in obtaining medical or psychiatric services for medication needs
- Provide life skills training to participants to increase ability to self-administer medication appropriately.
- Provide Support to participant to have medication delivered to site if appropriate
- Provide medication storage if requested by the participant.

HOTV will provide participants with all the contents of their stored medication and will not individually dispense medication according to dosage requirements. Participants are responsible for measuring their dosage and taking their own medication. HOTV staff cannot physically touch any client medication or transfer medication between containers on behalf of participants. Participants are solely responsible for administering medication.

Revised 7.21.22





Participants have the option to request for HOTV to store their medication while they are a participant of the program. HOTV management must be informed of the request to have medication stored. HOTV will only store legal medication that is prescribed by a medical provider or legal, non-prescribed medication that is in its original packaging.

HOTV cannot accept or store medications, including over-the-counter medications, in unlabeled containers or plastic baggies. HOTV will have a designated, secured area to store medications when needed. If medication requires refrigeration, HOTV will provide appropriate accommodations.

Participants have the right to request and access their medication at any time while they are a participant of a HOTV program.

Participants have the right for any health information (including medication information) to be protected and remain confidential. HOTV will follow HIPPA regulations and not share participant health information unless we have written authorization.

HOTV does not provide financial support to participants to meet their medication needs. HOTV staff will support clients in obtaining medi-cal for their medication needs.

HOTV staff will not provide medical advice, recommendations or treatment to participants. If you have questions about your medication or health you should contact your medical provider.

HOTV is not responsible for any lost, broken, damaged, or tampered with medication while it is stored. Participants take full responsibility for any lost, broken, damaged or tampered with medication.

HOTV staff are responsible to complete medication log on each occurrence that medication is retrieved by client while enrolled in the program to ensure accountability of medication.

HOTV will follow all federal regulations when supporting a client in disposing of medication or when HOTV must dispose of medication. HOTV exclusively utilizes drug take-back options for disposing of medication. Please see appendix A.

#### **Procedure**

If a participant voluntarily decides for their medication to be stored they may make a request to a staff member.

1. Staff will review the Medication Storage Participant Agreement with the client and obtain a signature from the participant acknowledging the agreement.
  - a. Staff will enter this information into HMIS and complete a case note, upload needed forms and enter service if needed.
  - b. Staff will provide a copy of the signed agreement to participant



2. A staff member will complete a medication inventory log with the participant documenting all the medications that will be stored.
  - a. Please note that medications will be stored according to the respective medication guidelines. Medication will be stored in a locked cabinet, only accessible to staff. If medication needs to be refrigerated, it will be stored in a secured refrigerator, set at the appropriate temperature, and only accessible to staff.
3. Participants will be able to access their medication at any time they need it if it is stored with HOTV. They should request access to their medication from a staff member. Participants will initial medication log whenever they are accessing their medication for monitoring purposes.

#### Medication Disposal

In a situation where medication has been left behind by a client, HOTV will do its best to contact the participant and inform them that their medication is at a site.

1. If medication expires, HOTV will follow federal regulations to dispose of medication.
2. If medication is not retrieved within 2 weeks of participant's exit from the program and staff has not been able to contact the participant to arrange for the participant to retrieve their medication, the medication will be disposed of.



Title	Policy: Client Rights and Responsibilities
Description	Policy regarding client rights and responsibilities
Implementation Date	2.15.22
Revised by and Date	Lin Bickelmann 2.11.22
Approved by and Date	Lin Bickelmann 2.11.22

### **Client Rights and Responsibilities**

#### **Policy**

The purpose of this policy and procedure is to outline the rights of clients, limits to client rights, and HOTV's commitment to protect client's rights. Hope of the Valley Rescue Mission (HOTV) strives to ensure that the rights of clients are respected and maintained to the highest degree possible.

All clients are expected to receive a copy of the client rights and responsibilities and provide a signature to acknowledge receipt of policy.

HOTV will protect client's rights through the following efforts:

- Inform clients of their rights and responsibilities
- Ensure that no form of discrimination takes place at HOTV. Discrimination on the basis of race, ethnicity, religion, or any other protected category will not be tolerated
- Protection of client privacy and confidentiality of information will be strictly enforced
- Clients will be centrally involved in their own service planning, which includes providing informed consent to receive services
- Inform clients of HOTV's grievance and termination procedure
- Display a copy of client rights & responsibilities, grievance and termination procedures in all service delivery locations at HOTV

#### **Client Rights While Accessing Services at HOTV**

- Clients have a right to be treated with dignity, respect and cultural sensitivity
- Clients have the right to privacy
- Clients have the right to religious liberty
- Clients have the right to be provided a copy of their rights and responsibilities
- Clients have the right to receive equitable treatment that is free from discrimination
- Clients have the right to be informed about program policies and expectations for the use of services including, but not limited to, the grievance and termination policies

Revised 12.19.19





- Clients have the right to self-determination in identifying and setting goals, participate in all services decisions, request to review their care/service plan, and consent for specific services to be provided
- Clients have the right to receive information to provide informed consent, including information about confidentiality and limits of confidentiality
- Clients have the right to have all records and disclosures maintained according to the written standards and rules regarding confidentiality and privacy
- Clients have the right to review their records and external disclosures of any personal participant information, as governed by the written program standards and rules regarding confidentiality and privacy
- Clients have the right to leave and return to the facility at reasonable hours in accordance with the program rules and standards, unless coordinated by site management
- Clients have the right to be clearly informed, in understandable and applicable language, about the purpose of the services being delivered
- Clients have the right to receive services in a non-coercive manner, refuse any services at any time, be informed of the consequences of refusal, and revoke consent for any services provided
- Clients have the right to be free from constraint or confinement unless the client poses a threat to themselves or others
- Clients have the right to receive reasonable accommodations to meet their visual, auditory, linguistic, or motor abilities to enable accessibility to services
- Clients have the right to express concerns through HOTV's grievance procedure and to request a copy of the procedure for filing a grievance
- Clients have the right to have an advocate present during appeals and grievance processes
- Clients have the right to ask questions regarding all forms and policies

### **Limits of Client's Rights**

HOTV reserves the right to waive client's rights to confidentiality when a client presents a credible threat of harm to themselves. HOTV reserves the right to terminate services with a client at any time due to safety concerns. HOTV is mandated to waive client's rights to confidentiality when:

- There is suspected child abuse
- There is suspected elder/dependent adult abuse
- The client presents a credible threat to themselves or others

### **Client Responsibilities While Accessing Services at HOTV**

The following are client responsibilities. These responsibilities serve to ensure that HOTV provides a safe and welcoming environment for all clients accessing services and to receive feedback on how HOTV can improve services.

Revised 12.19.19



- Providing relevant information as a basis for receiving services and participating in service planning
- Be respectful of HOTV staff and other clients seeking services
- Report any concerns regarding services through the grievance procedure
- Provide feedback about HOTV services



Title	2.3 Policy and Procedure: Complaint, Grievance and ADA Grievance Policy and Procedures
Description	Policy and Procedure for all grievances submitted for any HTM program
Implementation Date	8.1.22
Revised by and Date	Bernice Saavedra 7.21.22
Approved by and Date	Steve Morse 10.01.22

The purpose of this policy and procedure is to provide information to participants on their program grievance and ADA grievance rights, procedures and steps to take and what to expect from upon filing a grievance appeal. Hope the Mission, Formerly known as hope of the ValleyRescue Mission works to promote the well-being and fair treatment of all of its program participants.

### **Policy**

Hope the Mission, Formerly known as hope of the ValleyRescue Mission will provide a copy of its Program Complaint, Grievance and ADA Grievance Policy to all participants during the intake process, with additional copies available upon request. Direct Service/Program staff will review policy and procedures with participants during intake and obtain signature acknowledging review of Complaint, Grievance and ADA grievance Policy or documentation that the participant was unable/unwilling to sign acknowledgment.

Program Grievance and ADA Grievance Policy and procedures shall always be posted in a prominent location(s) within the facility. Grievance documentation provided to participants will be held in a centralized and confidential area within the site. All efforts to address and seek a resolution of a grievance shall be completed through face-to-face communications (other available methods of communication including, but not limited to, large print, braille, audio) with the grievant to the extent possible/practicable as determined by Hope the Mission, Formerly known as hope of the ValleyRescue Mission.

Hope the Mission, Formerly known as hope of the Valley commits to address any complaint participants may have. HTM utilized a complaint process to ensure all participants have the opportunity to voice their concerns to HTM Management. This is done by completing the complaint form, provided to all participants at intake and available at all sites.

Participants also have the right to escalate a complaint by submitting a formal grievance form at any time to HTM management to work towards resolving any issues a participant may have.

The ADA Grievance should be submitted by the grievant and/or their designee as soon as possible but no later than 30 calendar days after the alleged violation to the designated ADA Coordinator.





Staff will be responsible to provide acknowledgement of receiving complain/grievance and complete appropriate case notes in Client HMIS profile within 3 business days. All grievances will be answered no later than 10 days once a grievance is received. Grievance responses will be an issuance of a written decision that includes factors and vetted facts that led to the final determination of the grievance and must be given to the client.

HTM will maintain an organized system of documenting grievances including a copy or description of the grievance, date staff met with the participant, the staff that addressed the grievance, the date the staff met with the participant, the staff that addressed the grievance and the date the participant received the written decision.

Participants are encouraged and will be reminded of their right to contact Dispute Resolution Services if needed to fully understand and review the written decision made at no cost.

**Dispute Resolution Services: City Hall**

Office of the Los Angeles City Attorney Dispute Resolution Program  
200 N Spring Street, 14th Floor  
Los Angeles, CA 90012  
Office: (213) 978-1880  
Fax: (213) 978-1312 Email: [mediate@lacity.org](mailto:mediate@lacity.org)

This ADA Grievance is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by Hope the Mission, Formerly knowns as hope of the ValleyRescue Mission.

All written ADA complaints received by Hope the Mission, Formerly knowns as hope of the ValleyRescue Mission and responses will be retained for at least three years.

After receiving a copy of the written resolution to the filed grievance, a participant may request an appeal. There is no deadline for appeals.

first and second level grievance appeal will give the participant the opportunity to present written and/or oral objections before a staff member other than the staff-person (or a subordinate of the person) who made or approved the initial grievance.

first and second level appeals, must provide a letter of determination to the participant that consist of facts that led to the decision not to exceed 10 business days of receipt of the appeal. The final decision should contain a clear statement of the outcomes that led to the decision of the appeal.

HTM promotes participants and staff to report suspected fraudulent activity via the Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities. All participants are encouraged to contact LA County Farud Hotline if needed, contact information below:



**Los Angeles County Fraud Hotline**

500 W. Temple Street, Suite 515

Los Angeles, CA 90012

Phone: (800) 544-6861

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Web: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

**Program Grievance Procedure**

Hope the Mission, Formerly known as hope of the ValleyRescue Mission encourages all participants with a complaint to first raise the concern with their caseworker (including shelter or floor attendants, case managers, etc.). Staff will work diligently to respond appropriately and work to address the situation. However, participants have the right to submit a written complaint and/or grievance at any time.

**HOW TO FILE A COMPLAINT**

**1. *Complete a Complaint Form.***

To start the Complaint process, participants can complete a Complaint form. This intake packet includes the Complaint form and can also be available by request from any program staff. Please fill out the form completely, describing the concern(s) you would like to be addressed.

**2. *Submission of complaint form to program staff.***

Completed complaint forms can be submitted to:

- Any program staff member
- Program Manager
- Program Director

The completed "Complaint Form" will be given to the specific site program's manager who will serve as the complaint/grievance coordinator. The Program Manager will be responsible for conducting a full investigation and holding required meetings and responding on a timely basis.

The designated staff will provide the participants a written notice acknowledging receipt of the complaint within 3-business days of the submission of the completed complaint form communicating complaint has been received.

**3. *Meeting held with participant and Program staff responsible for handling complaint.***

The designated staff reviewing complaint shall provide a confidential area for complaint to be heard and gather all facts and testimony from relevant parties, if applicable. Participants will be provided the resolution to their concerns in writing within 10 business days of HTM receiving a Complaint.

**HOW TO FILE A FORMAL GRIEVANCE**

**4. *Complete a Grievance Form.***



To start the Grievance process, participants can complete a grievance form. This intake packet includes the grievance form and can also be available by request from any program staff. Please fill out the form completely, describing the concern(s) you would like to be addressed.

5. *Submission of grievance form to program staff.*

Completed grievance forms can be submitted to:

- Any program staff member
- Program Manager
- Program Director

The completed "Grievance Form" will be given to the specific site program's manager who will serve as the grievance coordinator. The Program Manager will be responsible for conducting a full investigation and holding required meetings and responding on a timely basis. \*\* Note: If a complaint has been previously submitted, a different management staff will take on grievance process and review\*\*

The designated staff will provide the participants a written notice acknowledging receipt of the grievance within 3-business days of the submission of the completed grievance form communicating grievance has been received.

6. *Meeting held with participant and Program staff responsible for handling grievances.*

The designated staff reviewing Grievances shall provide a confidential area for grievances to be heard and gather all facts and testimony from relevant parties, if applicable. Participants will be provided the resolution to their concerns in writing within 10 business days of HTM receiving a grievance.

7. *Program Director Agency Level Appeal*

Appeals will be reviewed by the **Program Director**. A written notice will be provided to you within 3 business days of the grievance appeal date acknowledging receipt of the grievance appeal. A meeting will be set with the Program Director to discuss the appeal with the participant. After review, participants will receive a resolution notice in writing stating the results of the appeal within 10 business days after the appeal meeting.

8. *LAHSA or Dispute Resolution Services Appeal*

Participants that want to continue to pursue an appeal have a right to contact LAHSA or a free dispute resolution program, after the completion of Hope the Mission, Formerly knowns as hope of the ValleyRescue Mission grievance appeal process.

LAHSA Appeal

LAHSA in collaboration with the Department of Health Services, Department of Mental Health, and the Department of Public Health have established a countywide centralized phone line for participants seeking to engage in the funder grievance process. Participants can contact the appropriate funder to access the grievance appeal process. This process only evaluates and ensures that participants have





received due process in the filing of a grievance with Hope the Mission, Formerly known as hope of the ValleyRescue Mission, and that the above-mentioned procedures were followed. This process can take up to 25 days. Participants can access this process through the contact information provided below:

#### **LAHSA Grievance**

Participants can call, email, or complete the grievance form provided by LAHSA. The form is located on LAHSA.org,

Phone number: 213.225.8442

Email is [grievance@LAHSA.org](mailto:grievance@LAHSA.org)

#### **Department of Public Health County-Wide Grievance Contact Information**

Phone number: (888) 700-9995 - Email: [DPH-IHP@ph.lacounty.gov](mailto:DPH-IHP@ph.lacounty.gov)

#### ***Dispute Resolution Service***

Participants and agencies can also utilize the City of Los Angeles Dispute Resolution Service. The dispute resolution service will schedule a mutually beneficial appointment time between the participant and the provider with the goal of finding a common understanding and resolution to the participant grievance.

City of Los Angeles Dispute Resolution Program  
222 S. Hill Street, 6<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 978-1880

#### **Americans with Disabilities Act (ADA) Grievance Procedure**

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the incident. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

#### **HOW TO FILE A FORMAL GRIEVANCE**

##### ***9. Complete an ADA Grievance Form.***

To start the Grievance process, participants can complete a grievance form. This intake packet includes the grievance form and can also be available by request from any program staff. Please fill out the form completely, describing the concern(s) you would like to be addressed.

##### ***10. Submission of ADA grievance form to program staff.***

Completed grievance forms can be submitted to:

- Any program staff member
- Program Manager
- Program Director



The completed "ADA Grievance Form" will be given to the specific site program's manager who will serve as the ADA grievance coordinator. The program Manager will be responsible for conducting a full investigation and holding required meetings and responding on a timely basis. The designated staff will provide the participants a written notice acknowledging receipt of the grievance within 3-business days of the submission of the completed grievance form communicating grievance has been received.

*11. Meeting held with participant and Program staff responsible for handling grievances.*

The designated staff reviewing Grievances shall provide a confidential area for grievances to be heard and gather all facts and testimony from relevant parties, if applicable. Participants will be provided the resolution to their concerns in writing within 10 business days of HTM receiving a grievance.

The ADA Coordinator designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Hope the Mission, Formerly known as hope of the ValleyRescue Mission and offer options for substantive resolution of the complaint.

*12. Program Director Agency Level Appeal*

Appeals will be reviewed by the **Program Director**. A written notice will be provided to you within 3 business days of the grievance appeal date acknowledging receipt of the grievance appeal. A meeting will be set with the Program Director to discuss the appeal with the participant. After review, participants will receive a resolution notice in writing stating the results of the appeal within 10 business days after the appeal meeting. The ADA Coordinator designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Hope the Mission, Formerly known as hope of the ValleyRescue Mission and offer options for substantive resolution of the complaint.

*13. LAHSA or Dispute Resolution Services Appeal*

Participants that want to continue to pursue an appeal have a right to contact LAHSA or a free dispute resolution program, after the completion of Hope the Mission, Formerly known as hope of the ValleyRescue Mission grievance appeal process.

Los Angeles County ADA Hotline: <https://lacounty.gov/residents/people-with-disabilities/> (213) 202-6944



**Complaint Form**

*(Must be completed by the Program Participant)*

Participant Name: \_\_\_\_\_

Provide a brief description of your Complaint (attach additional pages if needed). Include detailed description of the incident including date & time of occurrence, name(s) and title(s) of involved staff members and/or witnesses, location of incident and description of incident.

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SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

You will be contacted by the Grievance Coordinator within three (3) business days to begin the process to address your concerns. You will be provided with a written determination on this grievance upon completion of the investigation.

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**FOR STAFF USE ONLY**

Received by: \_\_\_\_\_ In person: \_\_\_\_\_ Grievance Box? \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



## Grievance Form

***(Must be completed by the Program Participant)***

**Participant Name:** \_\_\_\_\_

**Grievance**      ☐      **Grievance Appeal**      ☐

**Provide a brief description of your grievance or your termination appeal (attach additional pages if needed). Include detailed description of the incident including date & time of occurrence, name(s) and title(s) of involved staff members and/or witnesses, location of incident and description of incident.**

[illegible]

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

You will be contacted by the Grievance Coordinator within three (3) business days to begin the process to address your concerns. You will be provided with a written determination on this grievance upon completion of the investigation.

**FOR STAFF USE ONLY**

Received by: \_\_\_\_\_ In person: \_\_\_\_\_ Grievance Box? \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



## ADA Grievance Form

*(Must be completed by the Program Participant)*

Participant Name: \_\_\_\_\_

Participant Phone Number: \_\_\_\_\_

Participant Email: \_\_\_\_\_

Grievance ☐ Grievance Appeal ☐

Provide a detailed description of your ADA grievance or your ADA appeal (attach additional pages if needed). Include detailed description of the incident including date & time of occurrence, name(s) and title(s) of involved staff members and/or witnesses, location of incident and description of incident.

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SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

You will be contacted by the ADA Coordinator within Three (3) calendar days to begin the process to address your concerns. You will be provided with a written determination on this grievance upon completion of the investigation.

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FOR STAFF USE ONLY

Received by: \_\_\_\_\_ In person: \_\_\_\_\_ Grievance Box: \_\_ Other: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_





## Acknowledgement of Receipt of Grievance and ADA Grievance Policy and Procedures

Hope the Mission, Formerly known as hope of the ValleyRescue Mission services are provided to all individuals who are eligible without discrimination on the basis of race, color, age, sex, gender, sexual orientation, religion, ancestry, national origin, physical or mental handicap (including substance abuse), immigration status, political affiliation or belief, or any other category protected by law.

By signing below, I acknowledge that Hope the Mission, Formerly known as hope of the ValleyRescue Mission has provided me with my own copy of the Hope the Mission, Formerly known as hope of the ValleyRescue Mission's Complaint, Grievance and ADA Grievance Procedures and Grievance Forms. I further acknowledge that the provider's Grievance Procedures have been explained to me.

I further understand that if I need another copy of the Procedures or Forms at any point in the future, I can ask the Hope the Mission, Formerly known as hope of the ValleyRescue Mission's staff, or retrieve a copy of either document from the posted Grievance Procedures location at my program site.

Participant Name \_\_\_\_\_  
(Print Name)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Sign Name)

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### Office Use:

Staff Name \_\_\_\_\_ Date \_\_\_\_\_  
(Print Name)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Sign Name)

**SECTION V  
FORMS**

**RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

**CITY OF VICTORVILLE  
SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the attached Proposal for the Scope of Services outlined in the **"RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO), RFP PROJECT NO. JM23-090"**. All of the following documents (check below) are completed, fully executed, and included with my proposal as required in the RFP document:

- ☒ Submission Certification
- ☒ Proposal (as described in Section IV of this RFP)
- ☒ Budget For Wellness Center Shelter Operator
- ☒ Proposer Identification (unless all required information is included in your response to the "Professional Team & Qualifications" requirements in RFP Section IV.B.2)
- ☒ Worker's Compensation Certification
- ☒ Exceptions Form
- ☒ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- ☒ Nonlobbying Certification for Federal Contract
- ☒ Acknowledgement Pages for All RFP Addenda

My signature on this Submission Certification affirms that all items listed above are fully completed and executed and are hereby submitted with the Proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my Proposal. I certify that the only person(s), company/organization, or parties interested in the Proposal as principals are named therein; that this Proposal is made without collusion with any other person(s), company/organization, or parties submitting a proposal; and that it is in all respects made in good faith without collusion or fraud. I further hereby certify that I have the authority to offer this Proposal to the City for the below listed individual or organization/company and that I have the authority to bind myself/this company/organization in a contract should I be successful in my Proposal.

  
\_\_\_\_\_  
Proposer's Authorized Signature  
Ken Craft, Founder and CEO  
\_\_\_\_\_  
Printed Name and Title  
818.392.0020  
\_\_\_\_\_  
Telephone Number

Hope the Mission  
\_\_\_\_\_  
Company/Organization Name  
3/14/23  
\_\_\_\_\_  
Date Signed

## CITY OF VICTORVILLE, CALIFORNIA

SECTION V  
FORMS

## RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090

## CITY OF VICTORVILLE

## BUDGET FOR WELLNESS CENTER SHELTER OPERATOR FORM

(See instructions in RFP Section IV.B.16)

Description	Amount
Staffing/Administrative Salaries/Professional	\$ 1,383,639.00
Other:	\$
Other:	\$
Other:	\$
Security	\$ 436,800.00
Facility Expenses (Insurance, Office Supplies, etc.)	\$ 17,000.00
Meals and Beverages	1,303,050.00
Janitorial Supplies	12,000.00
Animal Care	5,000.00
PPE	2,500.00
Transportation	9,000.00
Auto/Gas/Travel	7,000.00
Laundry	2,000.00
Repairs and Maintenance	50,000.00
Staff Training	0.00
Payroll Services	included under staffing
Utilities	city paid
Grant and Donation Administration	\$ N/A
Licensing Services	\$ N/A
Replacement Reserves	\$ 20,000.00
Operation and Program Expenses Totals	\$ 3,227,989.00
Contingency (5%)	\$ 161,400.00
Startup costs	\$
Computer System and Equipment	\$ 10,000.00
Other:	\$
Other:	
<b>Revenue</b>	<b>(Deduction from Total)</b>
Donations	\$
Other:	\$
<b>TOTAL ANNUAL BUDGET</b>	<b>\$ 3,399,389.00</b>
<b>Anticipated Annual Escalation of Total Annual Budget</b>	<b>% 3</b>

**SECTION V  
FORMS**

**RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

**CITY OF VICTORVILLE**

**PROPOSER IDENTIFICATION**

1. Legal name of Proposer: Hope the Mission
2. Street Address: 16641 Roscoe PL North Hills, CA 91343
3. Mailing Address: PO BOX 7609 Mission Hill, CA 91346
4. Business Telephone: 818.392.0020
5. Facsimile Telephone: N/A
6. Email Address: info@hopethemission.org
7. Type of Business:  

☐ Sole Proprietor   ☐ Partnership   ☐ Corporation

Other: Non- profit organization

If corporation, indicate State where incorporated: CA
8. Business License number issued by the City where the Proposer's principal place of business is located.  

Number: 0003332883-0001-1 Issuing City: Los Angeles
9. Federal Tax Identification Number: 27-2053273
10. Proposer's Project Manager: Ken Craft
11. Name and Title of Person Authorized to sign legal documents on behalf of Proposer:  
Ken Craft, Founder and CEO

CITY OF VICTORVILLE, CALIFORNIA


**SECTION V  
FORMS**

**RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

**CITY OF VICTORVILLE,  
WORKERS' COMPENSATION CERTIFICATE**

The Proposer shall execute the following form to ensure compliance with the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I hereby certify that Proposer will comply with such provisions before commencing performance of the services under any contract entered into pursuant to this RFP.

 Signature	Hope the Mission Proposer (Organization Name)
Ken Craft Printed Name	27-2053273 Federal Tax ID Number
Founder and CEO Title	3/14/23 Date



**SECTION V  
FORMS**

**RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

**CITY OF VICTORVILLE**

**EXCEPTIONS FORM**

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in this RFP, list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: \_\_\_\_\_ Section Title: NONE

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_

Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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**SECTION V  
FORMS**

**RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into a contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

**Instruction for Certification**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**SECTION V  
FORMS**

**RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS  
(CONTINUED)**

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Ken Craft

\_\_\_\_\_  
Name (Typed)

\_\_\_\_\_  
Founder and CEO, Hope the Mission  
Title and Organization Name (Typed)

  
\_\_\_\_\_  
Signature

3/14/23

\_\_\_\_\_  
Date

**SECTION V  
FORMS**

**RFP FOR WELLNESS CENTER SHELTER OPERATOR (SO) - PROJECT NO. JM23-090**

**NONLOBBYING CERTIFICATION FOR FEDERAL CONTRACT**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature of Contractor/Consultant's Authorized Officer

3/14/23  
\_\_\_\_\_  
Date

Ken Craft, Founder and CEO  
\_\_\_\_\_  
Name and Title of Consultant's/Contractor's Authorized Officer



**WELLNESS CENTER SHELTER OPERATOR  
JM23-090**

**MARCH 2, 2023**

**ADDENDUM #1**

The attached constitutes additional information and serves to clarify questions that arose during the solicitation period. This will be considered to be part of the City of Victorville "RFP FOR WELLNESS CENTER SHELTER OPERATOR, PROJECT JM23-090".

**QUESTIONS / ANSWERS:**

- 1) **Is this the same RFP for the Interim Shelter/Wellness Center from 2022?**  
The current RFP is different from the previous Interim Shelter/Wellness Center RFP.
- 2) **Did HDHS not work out?**  
HDHS currently operates the Interim Shelter. The purpose for the current Shelter Operations RFP is to support the recently closed WCWS RFP for the Wellness Center. All entities are encouraged to apply, including HDHS.
- 3) **Will the city support the costs of a shuttle or van to support transportation needs of the program?**  
Transportation, including any estimated start-up costs, should be included in the budget. The City does not currently have a transportation shuttle or van. The City will encourage partnerships with our local public transportation operator, VVTA.
- 4) **Will the operator be required to fully staff the Industrial Kitchen onsite at the Wellness Center?**  
The shelter operator will be required to fully staff the industrial kitchen.
- 5) **What is the projected funding from the city for operations of the shelter?**  
The City previously awarded our interim shelter operator 2 million dollars for shelter and supportive services for 92 clients. The Wellness Center will have 170 clients, with the Supportive Services being handled by another entity, we are asking applicants to consider what they believe will be needed to operate the shelter component at the Wellness Center.
- 6) **Is the WCWS provider been identified?**  
As of March 1, 2023, the WCWS operator has not yet been identified.
- 7) **Can you share the vendor for the separate units that are being utilized?**  
At this time there will only be two vendors, the shelter operator and the WCWS (which will oversee recuperative care beds).
- 8) **Will office space be provided for the shelter staff? Office space?, break room?, Intake office?**  
Office space for both the shelter operator and WCWS operator will be provided at the Wellness Center.
- 9) **Will the utilities (water, power, and gas) of the site be covered by the city?**  
Yes, utilities will be covered by the City.



10) **What should be considered under replacement reserve?**

Please assess your budget and what you anticipate is needed under replacement reserve.

11) **Can administration cost, often known as indirect/admin cost, also be included in the budget?**

Yes, justifiable indirect/admin costs may be included in the budget.

12) **Will the general program and shelter operating plan draft be limited to one page?**

No, the program and operation plan draft can exceed one page.

13) **Can you provide an example of a staff responsibility matrix? Or will a narrative description work for the RFP?**

A narrative description will be an acceptable form for staff responsibilities. An example will not be made available at this time.

14) **How many points of entries will the site have?**

The site will have one point of entry.

15) **Will the separated units be enclosed by a fence?**

The entire campus will be fenced off, excluding the parking lot. The units will not be separated by individual fences.

**PROPOSER ACKNOWLEDGEMENT**

Please confirm receipt of this Addendum #1, JM23-090 by attaching the signed acknowledgment to your RFP proposal. ***Failure to acknowledge receipt of this addendum may result in the proposal being rejected as non-responsive.*** The undersigned acknowledges receipt of ADDENDUM #1.

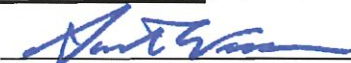
Should you have any questions, please feel free to contact Claudia Frias, at (760) 955-5075, Fax (760) 269-0045, email: [cfrias@victorvilleca.gov](mailto:cfrias@victorvilleca.gov).

Receipt acknowledged and conditions agreed to this 14 day of March 2023

Proposer: Hope the Mission

By: Ken Craft, Founder and CEO

**CITY APPROVALS:**



Scott Webb, City Planner

## **EXHIBIT “B”**

### **OPERATING BUDGET AND STAFFING LIST (as negotiated and revised by the Parties)**

**[TO BE INSERTED]**

Exhibit "B" - Operating Budget and Staffing List  
Fiscal Year 2023-2024



Hope of the Valley Rescue Mission					
Victorville Revised Budget					
Expenses					
Personnel		Pay Rate	Pos. Yr Wage	FTE	Total Wages
Program Manager			\$ 70,000.00	1.00	64,166.67
Program Coordinatnor			\$ 62,400.00	1.00	46,800.00
Intake Specialist		\$ 20.00	\$ 41,600.00	2.00	62,400.00
Client Service Monitors		\$ 20.00	\$ 41,600.00	21.00	655,200.00
Data Coordinator		\$ 27.00	\$ 56,160.00	1.00	42,120.00
Kitchen Manager			\$ 70,000.00	1.00	52,500.00
Lead Chef		\$ 25.00	\$ 52,000.00	1.00	39,000.00
Kitchen Staff		\$ 20.00	\$ 41,600.00	4.20	131,040.00
Class B Driver		\$ 22.00	\$ 45,760.00	2.00	68,640.00
Total					\$ 1,161,866.67
Fringe Benefits (22%)					\$ 255,610.67
Total Personnel Cost					\$ 1,417,477.33
Operational	Rate \$	# of Security			Total Cost
Security Personnel	\$ 25.00	2			\$ 327,600.00
Food & Food Supplies					\$ 708,466.50
Facilities Supplies					\$ 15,300.00
Janitorial Supplies					\$ 10,800.00
Transportation Cost					\$ 6,300.00
Vehicles					\$ 7,200.00
Animal Care					\$ 4,500.00
PPE					\$ 2,250.00
Laundry Supplies					\$ 1,800.00
Total Operational Costs					\$ 1,084,216.50
Total Personnel Cost					\$ 1,417,477.33
Total Operational Cost					\$ 1,084,216.50
Repalcement Reserve					\$ 20,000.00
Administration - 5% of Direct Expenses					\$ 125,084.69
Total Program Expenses					\$ 2,646,778.53

Start Date of August- 11 months of compensation  
 9 Month Salary with a state date of Oct 1  
 9 Month Salary with a state date of Oct 1  
 9 Month Salary with a state date of Oct 1  
 9 Month Salary with a state date of Oct 1  
 9 Month Salary with a state date of Oct 1  
 9 Month Salary with a state date of Oct 1  
 9 Month Salary with a state date of Oct 1  
 9 Month Salary with a state date of Oct 1

All operational costs are for 9 months.  
 outsourced- 2 security at all times, start date of Sept 1st  
**Please see below for breakdown**  
 Insurance, Office Supplies

gas, car insurance for both vehicles( BUS and Company Vehicle  
 lease cost with monthly expenses

Exhibit "B" - Operating Budget and Staffing List  
Fiscal Year 2024-2025



Hope of the Valley Rescue Mission					
Victorville Revised Budget					
Expenses					
Personnel	Pay Rate	Pos. Yr	Wage	FTE	Total Wages
Program Manager			\$ 70,000.00	1.00	70,000.00
Program Coordinator			\$ 62,400.00	1.00	62,400.00
Intake Specialist	\$ 20.00		\$ 41,600.00	2.00	83,200.00
Client Service Monitors	\$ 20.00		\$ 41,600.00	21.00	873,600.00
Data Coordinator	\$ 27.00		\$ 56,160.00	1.00	56,160.00
Kitchen Manager			\$ 70,000.00	1.00	70,000.00
Lead Chef	\$ 25.00		\$ 52,000.00	1.00	52,000.00
Kitchen Staff	\$ 20.00		\$ 41,600.00	4.20	174,720.00
Class B Driver	\$ 22.00		\$ 45,760.00	2.00	91,520.00
<b>Total</b>					\$ 1,533,600.00
<b>Fringe Benefits (22%)</b>					\$ 337,392.00
<b>Total Personnel Cost</b>					\$ 1,870,992.00
Operational	Rate \$	# of Security			Total Cost
Security Personnel	\$ 25.00			2	\$ 436,800.00
Food & Food Supplies					\$ 944,622.00
Facilities Supplies					\$ 20,400.00
Janitorial Supplies					\$ 14,400.00
Transportation Cost					\$ 8,400.00
Vehicles					\$ 9,600.00
Animal Care					\$ 6,000.00
PPE					\$ 3,000.00
Laundry Supplies					\$ 2,400.00
<b>Total Operational Costs</b>					\$ 1,445,622.00
<b>Total Personnel Cost</b>					\$ 1,870,992.00
<b>Total Operational Cost</b>					\$ 1,445,622.00
<b>Replacement Reserve</b>					\$ 20,000.00
<b>Administration - 5% of Direct Expenses</b>					\$ 165,830.70
<b>3% Annual Escalation</b>					\$ 105,073.34
<b>Total Program Expenses</b>					\$ 3,607,518.04

## **EXHIBIT “C”**

### **Diagram of Wellness Center Campus**

**[TO BE INSERTED]**



Note: the subject campus map is provided to give a general understanding of campus layout and is subject to change.

Note: the subject campus map is provided to give a general understanding of campus layout and is subject to change.



## PHASE - 1

- 1 FAMILY SHELTERS:
  - CONNECT SHELTERS (320 SF) EACH = 2,240 SF
  - 4-FAMILY BED UNIT x 7 = 28 BEDS (TOTAL)
  - 4-FAMILY BATH UNIT x 4 ACCESSIBLE x 7 = 7 BATHS (TOTAL)
- 2 RECREATIVE CARE SHELTERS-A:
  - CONNECT SHELTERS (320 SF) EACH = 2,240 SF
  - 4-DOUBLE BED UNIT x 4 = 8 BEDS
  - 4-FAMILY BED UNIT x 7 = 28 BEDS (TOTAL)
  - 4-FAMILY BATH UNIT x 4 ACCESSIBLE x 7 = 7 BATHS (TOTAL)
- 3 RECREATIVE CARE SHELTERS-B:
  - CONNECT SHELTERS (320 SF) EACH = 2,240 SF
  - 4-DOUBLE BED UNIT x 7 = 28 BEDS
  - 4-COMMON BATH UNIT x 4 ACCESSIBLE x 1 = 4 BATHS
  - 4 BATHS (TOTAL)
- 4 NAVIGATION SHELTERS-A:
  - CONNECT SHELTERS (320 SF) EACH = 2,240 SF
  - 4-DOUBLE BED UNIT x 4 = 8 BEDS
  - 4-DOUBLE BED UNIT x 4 = 16 BEDS
  - 4-COMMON BATH UNIT x 4 ACCESSIBLE x 1 = 4 BATHS (TOTAL)
  - 4 BATHS (TOTAL)
- 5 NAVIGATION SHELTERS-B:
  - CONNECT SHELTERS (320 SF) EACH = 2,240 SF
  - 4-DOUBLE BED UNIT x 2 = 8 BEDS
  - 4-DOUBLE BED UNIT x 4 = 16 BEDS
  - 4-COMMON BATH UNIT x 4 ACCESSIBLE x 1 = 4 BATHS (TOTAL)
  - 4 BATHS (TOTAL)
- 6 NAVIGATION SHELTERS-C:
  - CONNECT SHELTERS (320 SF) EACH = 2,240 SF
  - 4-DOUBLE BED UNIT x 2 = 8 BEDS
  - 4-DOUBLE BED UNIT x 4 = 16 BEDS
  - 4-COMMON BATH UNIT x 4 ACCESSIBLE x 1 = 4 BATHS (TOTAL)
  - 4 BATHS (TOTAL)
- 7 BEHAVIOR HEALTH SHELTERS:
  - CONNECT SHELTERS (320 SF) EACH = 2,240 SF
  - 4-DOUBLE BED UNIT x 2 = 8 BEDS
  - 4-DOUBLE BED UNIT x 4 = 16 BEDS
  - 4-COMMON BATH UNIT x 4 ACCESSIBLE x 1 = 4 BATHS (TOTAL)
  - 4 BATHS (TOTAL)
- 8 CAFETERIA (CONNECT SHELTER) : 4,000 SF.  
(SEE ENLARGED PLAN ON A-2.2)
  - KITCHEN AREA = 1,026 SF.
  - TOILET = 362 SF.
  - COMMON ROOM = 1,000 SF.
  - COUNTRILL ROOM = 197 SF.
  - UTILITY ROOM = 90 SF.
- 9 WELLNESS CENTER : 2,400 SF.  
(SEE ENLARGED PLAN ON A-2.0)
  - SECURITY CHECK AREA = 160 SF.
  - SECURITY CHECK AREA = 160 SF.
- 10 RECREATIVE CARE CENTER : 1,600 SF.  
(SEE ENLARGED PLAN ON A-2.2)
  - SECURITY CHECK AREA = 160 SF.
  - SECURITY CHECK AREA = 160 SF.
- 11 EXAM/CLINIC CENTER : 1,600 SF.  
(SEE ENLARGED PLAN ON A-2.0)
  - SECURITY CHECK AREA = 160 SF.
  - SECURITY CHECK AREA = 160 SF.
- 12 CENTRAL COURTYARD (ELEVATED)  
(SEE LANDSCAPE PLAN)
  - SECURITY CHECK AREA = 160 SF.
  - SECURITY CHECK AREA = 160 SF.
- 13 SERVICE PARKING STALLS  
LOADING / UNLOADING AREA
- 14 PARKING AREA / DRIVEWAYS  
(SEE CONC. PAVING FINISH)
- 15 BUS STOP LANE  
LOADING / UNLOADING
- 16 TUBULAR STEEL DRIVEWAY ROLLING/  
SLIDING GATE (MANUAL OPERATIONS)  
(SEE LOAD ACTUATION DETAILS)
- 17 FRONT LANDSCAPE AREA  
(SEE LANDSCAPE PLAN)
- 18 COVERED AND ENCLOSED TRASH  
ENCLOSURE WITH 10" x CURB YARD BIN  
(SEE ENLARGED PLAN ON A-2.0)
- 19 OFFICE SPACE AREA  
(SEE LANDSCAPE PLAN)
- 20 10'-0" WIDE FIRE TRUCK LANE  
ACCESS ROAD (CONCRETE PAVING  
FINISH WITH ZERO INCH CURB)
- 21 7'-0" HIGH TUBULAR STEEL FENCE WITH  
10" x CURB YARD BIN (SEE ENLARGED  
PLAN ON A-2.0)
- 22 8'-0" HIGH TUBULAR STEEL FENCE  
AT THE PROPERTY LINE

(24) COVERED AND ENCLOSED LONG-TERM

- [illegible]

PHASE - 2

- (A) ADDITIONAL PARKING AREA  
(FUTURE IMPROVEMENTS)
- (B) WELLNESS COTTAGES  
(30 UNITS) PERMANENT SUPPORTIVE  
HOUSING (PSH) FACILITY  
(FUTURE IMPROVEMENTS)

## ARCHITECTS

CMC

## AND ENGINEERS

783 PHILLIPS DRIVE  
CITY OF INDUSTRY, CA 91748  
PHONE : (828) 869-1810

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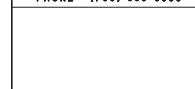
#### REVISIONS

No.	NOTE	DATE
6	CITY CHANGE	05-15-2022

PROJECT OWNER	
---------------	--



14343 CIVIC DRIVE  
VICTORVILLE, CA 92392  
PHONE : (760) 955-5000



11/11/2016



11400

11/11/2016



NO. 00870  
FEB. 2-28-23  
STATE OF CALIFORNIA

PROJECT NAME  
**PROPOSED**

VICTORVILLE  
WELLS FARGOWELLNESS  
CENTER

**CENTER**  
VICTORVILLE, CALIFORNIA

DRN	EDLJR	DRAWING NAME <b>SITE PLAN</b>
CHK	M.CHUNG	

VERSION No.	DATE	DRAWING NO. <b>A-1.0</b>	DES. NAME
<b>1.4</b>	05-15-22		

**BUILDING NOTES :**

1. ANY EXTERIOR UTILITY EQUIPMENT PLACED ON THE MODULAR STRUCTURE SHOULD BE WITHIN THE LOCKABLE ENCLOSURE AT THE END OF THE UNITS WHERE POSSIBLE, ALLOWING THEM TO BE SECURED AND ONLY AVAILABLE TO MAINTENANCE PERSONNEL. IT SHOULD BE CONSIDERED THAT AT THE ELECTRICAL EQUIPMENT ENCLOSURE AND IT NEEDS TO BE PROVIDED WITH A ROOF AND ENDED WINGS TO PREVENT ANY TAMPERING OR VANDALISM.
2. FOR ACTUAL LANDSCAPE PLANTING PLAN, IRRIGATION PLAN AND DETAILS, SEE LANDSCAPE DRAWINGS.
3. CROSS CONNECTION SHALL BE APPLICABLE TO ALL NEW CITY WATER CONSTRUCTION STANDARDS.
4. THE ELECTRICAL ENCLOSURE DOOR SHALL BE PROVIDED WITH PADLOCKING FOR SECTION 110.26 (C)(3) OF THE 2019 CEC.

**PARKING PROVIDED :**

- ACCESSIBLE - 4 SPACES
- STANDARD - 31 SPACES
- EV CHARGING STATION - 4 SPACES
- CLEAN AIR/VANPOOL/EV - 3 SPACES
- TOTAL - 42 SPACES**
- SERVICE PARKING AREA - 2 SPACES  
LOADING / UNLOADING

**BICYCLE PARKING :**

- LONG-TERM PARKING = 8 SPACES
- SHORT-TERM PARKING = 8 SPACES

### ACCESSIBILITY NOTES :

1. VICTORVILLE WELLNESS CENTER FACILITY IS READILY AVAILABLE TO PROVIDE FULLY COMPLIANT MOBILITY FEATURES IN ACCORDANCE WITH 2019 CBC 11B-233.3.1.1.
2. A MINIMUM 12% OF UNITS WILL BE PROVIDED WITH COMMUNICATION FEATURES IN ACCORDANCE WITH 2019 CBC 11B-233.3.1.3, SMOKE AND CARBON MONOXIDE ALARMS, APPLIQUES, AND VISITOR NOTIFICATION DEVICES WILL BE INCLUDED FOR INDIVIDUALS WITH HEARING OR VISION DISABILITIES.