

STATE OF ILLINOIS
CONTRACT FLOWDOWNS
Turnkey Solutions/Temporary Housing - #116662

For purposes of this attachment, with respect to the supplemental clauses set forth in this attachment, the terms "State", or "FEMA" and "Chief Procurement Officer" shall be construed to mean "GardaWorld Federal Services" and "GardaWorld's Authorized Representative" respectively; the terms "Vendor" and "Contract" shall be construed to mean "Subcontractor" and "Agreement" respectively, except for any supplemental clauses flowed down with respect to audit rights where the original supplemental definitions for these terms shall hold instead.

Vendor acknowledges that the source of some of the fees it will receive for performing the Services may be financial assistance or grant funds the State will obtain from the Federal Emergency Management Agency ("FEMA"). As such, the following acknowledgements and provisions are hereby made part of this Agreement, and the Vendor agrees to comply, and require its subcontractors to comply, with the following provisions as well as all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A. General Civil Rights Provision

The Vendor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Vendors from the bid solicitation period through the completion of the contract.

B. Equal Employment Opportunity

During the performance of this contract, the Vendor agrees as follows: (1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

(4) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Vendor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

C. Contract Workhours And Safety Standards Act Requirements

This provision applies to professional service agreements that exceed \$100,000 and employ laborers, mechanics, watchmen and guards. This includes but is not limited to members of survey crews and exploratory drilling operations.

(1) Overtime Requirements.

No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 1 above, the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

FEMA and/or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

(4) Subcontractors.

The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 (above and this paragraph) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 above.

D. Clean Air and Water Pollution Control

Because of 24 CFR 85.36(i)(12) and federal law, including 42 U.S.C. 7401-7671q and 33 U.S.C. 1251-1387, the Vendor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), as amended, on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

Vendors and subcontractors agree:

- (a) That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

- (c) That, as a condition for the award of this contract, the Vendor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- (d) To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Vendor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

F. Preference for Recycled Products

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Vendor agrees to use recycled products in the Project pursuant to U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

G. Access to Records and Reports

The Vendor shall maintain an acceptable cost accounting system. The Vendor agrees to provide the State, the Federal Emergency Management Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Vendor agrees to maintain all books, records and reports required under this contract for a period that is the longer of five years or as required by relevant retention schedules after final payment is made and all pending matters are closed.

H. DHS Seals, Logo, and Flags

The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non- Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

K. Energy Conservation Requirements

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94- 163).

L. The Drug-Free Workplace Act of 1988, Pub. L. No. 200-690

Vendor is obligated to keep its work place free of illegal drugs and must take steps such as the following to ensure compliance with The Drug-Free Workplace Act:

- (1) publish a statement and notify employees in writing that illegal drugs are prohibited in the work place; (2) publish and notify employees of the action the Vendor will take against violators of the drug prohibition policy; (3) establish a drug-free awareness program for employees; (4) notify employees that compliance with the drug prohibition is a condition of employment, and that employees must notify the Vendor of any violation of Federal or state drug abuse statutes occurring in the work place within 5 days of conviction; (5) notify the State within 10 days of receipt of an employee conviction notice; (6) take appropriate personnel action within 30 days of receipt of an employee conviction notice; (7) require that the convicted employee participate in an approved drug abuse assistance or rehabilitation program; and (8) make a good faith effort to maintain a drug-free work place during the term of this Agreement.

M. Federal Fair Labor Standards Act (Federal Minimum Wage); Occupational Safety and Health Act of 1970 (OSHA)

This Contract, and any subcontracts, incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Vendor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee.

The Vendor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Vendor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor –Occupational Safety and Health Administration.

N. Prohibition of Segregated Facilities

- (a) The Vendor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Vendor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Vendor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

O. Conflict of Interest

No member of the governing body of the State or other units of government and no other officer, employee, or agent of the State or other unit of government who exercises any functions or responsibilities in connection with the Work or Services to which this Contract pertains, will have any personal interest, direct, or indirect, in this Contract. No member of or delegate to the Congress of the United States (pursuant to 41 U.S.C. Section 22) or the Illinois General Assembly and no alderman of the State or State employee will be permitted to any share or part of this Contract or to any financial benefit to arise from it. The Vendor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of the Work hereunder. The Vendor further covenants that in the performance of this Contract, no person having any such interest will be employed. The Vendor agrees that if the State, by the Commissioner in his or her reasonable judgment, determines that any of Vendor's work for others conflicts with the Work, the Vendor will terminate such other services immediately upon request of the State.

P. Compliance with Law and Regulations

The Vendor shall comply, and shall require any subcontractors to comply, with all the provisions of FEMA regulations, and all federal, state, and local laws, ordinances and executive orders, including, but not limited to, 44 C.F.R. Part 13; DHS Standard Terms and Conditions; FEMA policies, procedures, and directives; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.); Fair Housing Act (42 U.S.C. § 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33 as supplemented by 29 C.F.R. Part 5, and the regulations at 29 C.F.R. Part 1926); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15); Clean Air Act (42 U.S.C. § 7401 et seq.); Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4106-07); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831); Executive Order 12372; mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163); Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §3801 et seq. (in accordance therewith, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement); and Debarment and Suspension (49 C.F.R. § 18.35 and Executive Orders 12549 and 12689). Additionally, the Vendor shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110, A-87, and 2 C.F.R. Part 200 as amended, succeeded or revised.

Q. Lobbying and Influencing Federal Employees

No Federal appropriated funds shall be paid, by or on behalf of the Vendor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

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 any Federal grant, the Vendor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

R. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.
4. 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.
5. The Vendor, GardaWorld Federal Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

S. SUBCONTRACTING

Subcontractors are allowed. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

- T. **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.
- U. **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.
- V. **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual

or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

- W. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Orders 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.
- X. STANDARD BUSINESS TERMS AND CONDITIONS
PAYMENT TERMS AND CONDITIONS:
Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- Y. ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by the Vendor without the prior written consent of the State.
- Z. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- AA. TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- BB. FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.
- CC. CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- DD. USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- EE. INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise

violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- FF. **INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- GG. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- HH. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- II. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- JJ. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- KK. **APPLICABLE LAW/PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- LL. **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- MM. **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

NN. OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

OO. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

PP. CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

QQ. EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

RR. NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

SS. MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

TT. PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

UU. FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

VV. WARRANTIES FOR SUPPLIES AND SERVICES:

Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

WW. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

XX. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

YY. STATE SUPPLEMENTAL PROVISIONS

- Required Federal Clauses, Certifications, and Assurances.
- Agency Specific Terms and Conditions: As attached.

Current American Red Cross Sheltering Standards and Procedure are applicable. Any changes to the specifications herein, or additions to the number of items needed (i.e. specific number of lights or exact dimensions of fencing) necessitated by the site chosen or due to the needs of the base camp, will be in reduced to writing as an "order" with both GWFS and IEMA's point of contact and IEMA's chief operations officer sign off. The orders will contain firm pricing for the modifications, additions, or changes proposed.

The attached, 10-page set of FEMA Provisions must be attached to all contracts, grants, or other instruments that transmit federal funds to sub-recipients/contractors/other entities (globally referred to herein as “recipients”) that receive federal flow-through funds from IEMA.

Recipients reviewing or potentially receiving \$100,000.00 or more in federal funds in one award or multiple awards in any one fiscal year, must sign the last page of these certifications.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

Agency-Specific Terms and Conditions

See the attached Federal Provisions which are incorporated by reference and must be signed if the value of this agreement is \$100,000 or more.

For BOAs, a reference to the application of these certifications may be made on the signature page which is page two of the standard BOA. See below:

ADDITIONAL INFORMATION / REFERENCES / ATTACHMENTS

Also incorporated herein are the attached Federal Provisions which must be signed if the value of this BOA is \$100,000 or more.

ADDITIONAL PROVISIONS APPLICABLE TO FEDERAL EMERGENCY MANAGEMENT AGENCY-FUNDED AGREEMENTS

Vendor acknowledges that the source of some of the fees it will receive for performing the Services may be financial assistance or grant funds the State will obtain from the Federal Emergency Management Agency ("FEMA"). As such, the following acknowledgments and provisions are hereby made part of this Agreement, and the Vendor agrees to comply, and require its subcontractors to comply, with the following provisions as well as all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A. General Civil Rights Provision

The Vendor agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Vendors from the bid solicitation period through the completion of the contract.

B. Equal Employment Opportunity

During the performance of this contract, the Vendor agrees as follows: (1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

(4) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Vendor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the

Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

C. Contract Workhours and Safety Standards Act Requirements

This provision applies to professional service agreements that exceed \$100,000 and employ laborers, mechanics, watchmen, and guards. This includes but is not limited to members of survey crews and exploratory drilling operations. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

(1) Overtime Requirements.

No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 1 above, the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to

such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

FEMA and/or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

(4) Subcontractors.

The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 (above and this paragraph) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 above.

D. Clean Air and Water Pollution Control

Because of 24 CFR 85.36(i)(12) and federal law, including 42 U.S.C. 7401-7671q and 33 U.S.C. 1251-1387, the Vendor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), as amended, on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

Vendors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the Vendor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/ offeror/ Vendor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

F. Preference for Recycled Products

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Vendor agrees to use recycled products in the Project pursuant to U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

G. Access to Records and Reports

The Vendor shall maintain an acceptable cost accounting system. The Vendor agrees to provide the State, the Federal Emergency Management Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Vendor agrees to maintain all books, records and reports required under this contract for a period that is the longer of five years or as required by relevant retention schedules after final payment is made and all pending matters are closed.

H. DHS Seals, Logo, and Flags

The Vendor shall not use the United States Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.

J. Program Fraud and False or Fraudulent Statements or Related Acts

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor’s actions pertaining to this contract.”

K. Affirmative Socioeconomic Steps

If subcontractors are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. §200.321 (b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

L. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Energy Conservation Requirements

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

N. The Drug-Free Workplace Act of 1988, Pub. L. No. 200-690

Vendor is obligated to keep its workplace free of illegal drugs and must take steps such as the following to ensure compliance with The Drug-Free Workplace Act:

(1) publish a statement and notify employees in writing that illegal drugs are prohibited in the workplace; (2) publish and notify employees of the action the Vendor will take against violators of the drug prohibition policy; (3) establish a drug-free awareness program for employees; (4) notify employees that compliance with the drug prohibition is a condition of employment and that employees must notify the Vendor of any violation of Federal or state drug abuse statutes occurring in the workplace within 5 days of conviction; (5) notify the State within 10 days of receipt of an employee conviction notice; (6) take appropriate personnel action within 30 days of receipt of an employee conviction notice; (7) require that the convicted employee participates in an approved drug abuse assistance or rehabilitation program; and (8) make a good faith effort to maintain a drug-free workplace during the term of this Agreement.

O. Federal Fair Labor Standards Act (Federal Minimum Wage); Occupational Safety and Health Act of 1970 (OSHA)

This Contract, and any subcontracts, incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Vendor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee.

The Vendor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Vendor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor –Occupational Safety and Health Administration.

P. Prohibition of Segregated Facilities

(a) The Vendor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Vendor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Vendor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Q. Conflict of Interest

No member of the governing body of the State or other units of government and no other officer, employee, or agent of the State or other unit of government who exercises any functions or responsibilities in connection with the Work or Services to which this Contract pertains, will have any personal interest, direct, or indirect, in this Contract. No member of or delegate to the Congress of the United States (pursuant to 41 U.S.C. Section 22) or the Illinois General Assembly and no alderman of the State or State employee will be permitted to any share or part of this Contract or to any financial benefit to arise from it. The Vendor covenants that it, its officers, directors, and employees, and the officers, directors, and employees of each of its members if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of the Work hereunder. The Vendor further covenants that in the performance of this Contract, no person having any such interest will be employed. The Vendor agrees that if the State, by the Commissioner in his or her reasonable judgment, determines

that any of Vendor's work for others conflicts with the Work, the Vendor will terminate such other services immediately upon the request of the State.

R. Compliance with Law and Regulations

The Vendor shall comply, and shall require any subcontractors to comply, with all the provisions of FEMA regulations, and all federal, state, and local laws, ordinances, and executive orders, including, but not limited to, 44 C.F.R. Part 13; DHS Standard Terms and Conditions; FEMA policies, procedures, and directives; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.); Fair Housing Act (42 U.S.C. § 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Contract Work Hours and Safety Standards

Act (40 U.S.C. §§ 327-33 as supplemented by 29 C.F.R. Part 5, and the regulations at 29 C.F.R. Part 1926); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15); Clean Air Act (42 U.S.C. § 7401 et seq.); Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4106-07); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601);

Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831); Executive Order 12372; mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163); Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §3801 et seq. (in accordance therewith, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement); and Debarment and Suspension (49 C.F.R. § 18.35 and Executive Orders 12549 and 12689). Additionally, the Vendor shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110, A-87, and 2 C.F.R. Part 200 as amended, succeeded, or revised.

S. Lobbying and Influencing Federal Employees

No Federal appropriated funds shall be paid, by or on behalf of the Vendor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federally 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 any Federal grant, the Vendor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

T. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause-

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or another contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing-
 - (i) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent the use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

Sheltering Standards and Procedures

Disaster Cycle Services Standards & Procedures

DCS SP RESPOND/SHELTERING



July 2016



Change Log

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Introduction

Few activities are more central to the core mission of the Red Cross than sheltering those impacted by disaster. Shelters provide a safe and secure place for individuals and families to stay during and after a disaster, and the Red Cross brand is widely recognized as a symbol of refuge. As a Red Cross representative, you will be upholding the ideals of one of the most established humanitarian organizations in the country. You might be the first person a client interacts with after a disaster, so your empathy and kindness will inform their first Red Cross experience. As a front-line worker for the Red Cross, you will be setting the standard!

Red Cross provides congregate sheltering services to meet the immediate housing needs of individuals and communities directly impacted by disaster. Sheltering includes more than just providing a facility. It is designed to offer a safe space where a variety of clients' needs can be met. Red Cross services are delivered to individuals, families, and communities with no discrimination as to race, color, national origin, religion, gender, gender identity, age, disability, sexual orientation, citizenship, or veteran status. The American Red Cross shall ensure inclusion of all diverse communities in its shelter operations.

Purpose

The purpose of this document is to describe the process, functions, standards, responsibilities, authorities, and control mechanisms for the Red Cross sheltering program. Workers can use this to provide standardized service to clients, measure program effectiveness, and inform continuous improvement. The tactical “how-to” work instructions are found in the job tools.

Relation to Other Documents

This document provides standards and procedures for the disaster workforce providing sheltering services during response, recovery, and preparedness. This document is part of the Disaster Cycle Services Respond Process, supported by the following doctrine and training products:

- Disaster Cycle Services Concept Of Operation
- Disaster Cycle Services Respond Program Framework
- Disaster Cycle Services Respond Program Essentials

At the end of this document is a comprehensive list of additional documents related to Sheltering.

Audience

This document provides standards and procedures for the Red Cross disaster workforce responsible for providing sheltering to disaster clients throughout the Sheltering cycle.

Scope

This standards and procedures document covers congregate sheltering services provided during an operation.

DCS SP RES Sheltering Standards and Procedures V.1.1 2016.09.01

Owner: Disaster Cycle Services

Author: Respond Process/Sheltering

Guidance specific to staff shelters, emergency evacuation shelters, and non-traditional shelters are addressed in their respective standards and procedures documents. This document includes guidance for the entire sheltering cycle: planning and readiness, resourcing the shelter, opening, organizing, operating, and closing.

Definitions

Assistance Animals

An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals need not be individually trained or certified. While dogs are the most common type of assistance animal, other animals may also be assistance animals.

Care Assistance Services

Care Assistance Services are designed to assist clients with access and functional needs including those with disabilities to safely, and with maximum individual independence, access Red Cross services. Workers trained in Care Assistance Services are able to more effectively help clients retain their previous level of independence and self-sufficiency, including care for children and others who cannot care for themselves. [Job Tool: Operating a Shelter](#) and [Job Tool: Care Assistance Standards and Procedures](#) provide further details on Care Assistance Services.

Center

A center is a place that provides comfort, food, water, and information without sleeping services. Centers are typically open only during the day, but are sometimes opened at night while situations are assessed to determine sheltering needs. Centers are entered into the National Sheltering System (NSS) while they are open, but population is not recorded. Refer to Section 6.2.5 *Using the NSS for Centers* for more information on entering centers in the NSS. Below are three types of centers.

Cooling Center

A cooling center is a center that is set up in response to a warm weather event that rises to the level of a disaster. If sleeping accommodations are provided for clients, the cooling center is transitioned to a shelter.

Evacuation Center

An evacuation center is a center that is set up to provide a safe haven during an evacuation, large storm, or “pre-notice” incident. If sleeping accommodations are provided for clients, the evacuation center is transitioned to an evacuation shelter.

Warming Center

A warming center is a center that is set up in response to a cold weather event that rises to the level of a disaster. If sleeping accommodations are provided for clients, the warming center is transitioned to a shelter.

Client

Clients are all individuals receiving or requesting Red Cross services. Clients are adults and children of every age, race, color, national origin, religion, gender, gender identity, sexual orientation, citizenship, and veteran

status, including individuals with access and/or functional needs including disabilities.

Disaster Health Services

Disaster Health Services assesses clients to determine appropriate care needs, provides care and support to clients who have disaster-related or disaster-aggravated unmet health needs, and assists clients with finding resources to meet unmet disaster-related health needs. The [Job Tool: Operating a Shelter](#) provides further details on working with the Disaster Health Services function in shelters.

Disaster Mental Health Services

Disaster Mental Health workers provide emotional support to shelter clients and workers. They do this by identifying the needs of clients and workers, promoting the coping and resilience of individuals and families, and connecting specific individuals and families with community mental health resources when needed. The [Job Tool: Operating a Shelter](#) provides further details on working with the Disaster Mental Health Services function in shelters.

Disaster Spiritual Care

Disaster Spiritual Care facilitates the provision of services that meet the spiritual needs of individuals, families and communities, based on the understanding that all persons maintain values and beliefs which are impacted by traumatic events and are worthy of protection and culturally sensitive spiritual care in times of distress. The [Job Tool: Operating a Shelter](#) provides further details on working with the Disaster Spiritual Care function in shelters.

Emancipated Minor

An emancipated minor is a minor who is legally entitled to be treated as an adult through a court order, marriage, military service, or being a parent. (NOTE: Laws vary by state on this definition.)

Human Trafficking

Human trafficking is modern-day slavery and involves the use of force, fraud, or coercion to obtain some type of labor or commercial sex act.

Family Member

A person related to another person by blood, adoption, marriage, or choice.

Field Remote Operations Support Team (FROST)

The Field Remote Operations Support Team (FROST) is a remote group of Red Cross volunteers that provide NSS support to current operations.

FROST Data Collection Tool

The FROST Data Collection Tool is a tool the Field Remote Operations Support Team (FROST) uses to track all shelters associated with an event and collect population counts for all active shelters for entry into the NSS. The tool includes the following information: who was contacted to collect shelter population counts, whether or not they could be reached, and notes related to count collection. This tool allows the Sheltering lead and Mass Care chief to quickly understand where problems occur in the count.

G/A/P

The group, activity, and position assigned to an individual in Volunteer Connection. For example, MC/SH/MN

is the G/A/P for an individual with the rank of mass care, sheltering, manager. Refer to *Roles, Responsibilities, and Authorities* below for a table of which roles individuals can fill based upon their G/A/P.

Individual With Access and Functional Needs

An individual with access and functional needs is one who requires assistance, accommodation, or modification for mobility, communication, transportation, safety, and health maintenance due to any situation (temporary or permanent).

Individual With a Disability

An individual with a disability is defined by the Americans with Disabilities Act (ADA) as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such impairment, or a person who is perceived by others as having such impairment.

Missing Child

A missing child is a child who has become separated from their family, which cannot be located. (NOTE: State law varies on the timeline for when a child may be officially reported missing.)

Mass Care

The term “mass care” refers to a wide range of humanitarian activities that provide life-sustaining support to individuals and families who are temporarily displaced or otherwise impacted by a disaster or emergency that disrupts their ability to provide for their basic needs. Mass care services begin as soon as a disaster is imminent or occur and continue *through the recovery phase*. In general, mass care services include sheltering, feeding, distribution of emergency supplies, reunification, health and mental health services, and spiritual care.

Parent

A parent refers to the birth parent or adoptive parent of a minor.

Red Cross National Shelter System

The Red Cross National Shelter System (NSS) is a web-based portal used pre-disaster and during an operation. During pre-disaster, it serves as a centralized database of all surveyed facilities that could potentially be used as shelters within the United States. Pre-disaster facility information includes location, pre-event and post-event capacity, and anticipated operating agency. All shelters within the NSS should include a Facility Use Agreement, either with Red Cross or a relevant government jurisdiction.

The NSS is used operationally for tracking, supporting, and reporting data on shelters and centers. The NSS is owned and operated by Red Cross, and data from this system is used by relevant government jurisdictions and other non-governmental organizations (NGOs) to plan for, organize, and coordinate the resources necessary to support the needs of the community. The NSS captures information from Red Cross-managed, partner-managed, and independently managed shelters.

Relevant Government Jurisdictions

Relevant government jurisdictions vary depending on the size, scope, and scale of an operation. Jurisdictions may include FEMA, state, local, tribal, and territorial governments.

Reunification

The reunification function provides human and technological resources to reconnect individuals as quickly as

possible. Mechanisms include facilitating communication through the Safe and Well website, acting upon urgent requests including unaccompanied minors, reestablishing contact with those who have been separated within the disaster area, and working with partners to resolve reunification-related inquiries. [Job Tool: Operating a Shelter](#) and [Job Tool: Safe and Well Linking Handbook](#) provide further details on the reunification function in shelters.

Separated Child

A separated child is a child who is separated from both parents, his or her previous legal guardian, or his or her customary primary caregiver, but not necessarily from adult family members.

Service Animal

A service animal is any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Miniature horse service animals will be accommodated in a shelter as long as the facility can accommodate the miniature horse's type, size, and weight.

Service animals perform many disability-related functions, including, but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. The [Job Tool: Operating a Shelter](#) provides additional information on accommodating service animals in a shelter.

Services

Services are client-facing offerings that are provided in the shelter based upon the needs of the clients being served in the shelter.

Core Services

Core services are services set up in every shelter, regardless of size or duration. These services include: reception, dormitory registration, information area, dormitory, feeding, health and mental health services, spiritual care, reunification, distribution of supplies, and security.

Situational Services

Situational services are services set up based on the requirements of the clients. Situational services include: casework, direct assistance, recovery support, child respite care, laundry, recreation, quiet areas, and facilitating access to services provided by partner agencies. The exact services provided in the shelter depend, in part, on the scale and needs of the affected individuals and the community.

Shelter

A shelter is an accessible facility set up to provide comfort, food, water, information, and sleeping accommodations to meet the immediate disaster-caused needs of individuals, families, and communities. Core services are provided in every shelter, and situational services are provided based upon the needs of the clients. All services are programmatically and physically accessible to all clients.

Congregate Shelter

Congregate shelters are the most common shelter type set up by Red Cross. They are generally established in large open settings that provide little to no individual privacy in facilities that normally

serve other purposes, such as schools, churches, community centers, and armories.

Emergency Evacuation Shelter

An emergency evacuation shelter is an accessible facility set up in the event of a rapid evacuation or to provide a safe place to congregate while a major storm passes. Emergency evacuation shelters typically allow less space per person in order to maximize the number of clients that can be accommodated.

General Population Shelter

A general population shelter is an accessible facility set up to provide shelter for everyone in the community, including individuals with access and functional needs, including those with disabilities requiring supportive services to maintain independence and utilize the shelter and its programs and services.

Standard/Short-term Shelter

A general population shelter typically lasting two weeks or less.

Long-term Shelter

A general population shelter typically lasting more than two weeks.

Medical Shelter

Shelters that support individuals who have medical issues requiring care beyond the capability of a general population shelter. They are established by local, state, or tribal governments in coordination with public health and social services agencies. Relevant government jurisdictions may coordinate with Red Cross regarding support for these shelters.

Non-traditional Shelter

A non-traditional shelter is a location, generally in a large structure or open space, where a significantly large number of evacuees can take refuge and be sheltered for short or longer periods of time. These locations require an expanded amount and diversity of internal infrastructure and support services, which may include infrastructure operations such as logistics, utilities, security, and traffic control, as well as services such as laundry, medical care, and recovery support.

Non-congregate

Non-congregate shelters provide alternatives for incidents when conventional congregate sheltering methods are unavailable or overwhelmed, or longer term temporary sheltering is required. Typically, facilities that are used provide a higher level of privacy than conventional congregate shelters. Non-congregate shelters may include hotels, cruise ships, dormitories, converted buildings, staying with friends or family, or other facilities with private sleeping spaces but possibly shared bathroom and/or cooking facilities.

Shelter Population Count

The shelter population count is the number of individuals receiving services in the shelter, including demographic data.

Daytime Count

The daytime count is the shelter population count taken during the day and entered into the “Noon Population” field of the NSS by 11:00 a.m. local time.

Nighttime Count

The nighttime count is the shelter population count taken at night and entered into the “Midnight Population” field of the NSS by 11:00 p.m. local time.

Shelter Management Models

Multiple agencies manage shelters during a disaster, including Red Cross. Other agencies may be managing a shelter in cooperation with Red Cross, with or without receiving Red Cross support, or they may be managing a shelter completely independently. The following three shelter management models are used in Red Cross documentation.

Independently Managed Shelters

Independently managed shelters are managed by an independent organization without operational support from the Red Cross. Independent shelters include those sometimes referred to as pop-up, ad-hoc, or spontaneous shelters.

Partner-managed Shelters

Partner-managed shelters are managed by partners, following Red Cross principles, in cooperation with the Red Cross. Partner shelters are often supported by the Red Cross through human and material resources and subject matter expertise; therefore, “Red Cross Supported” shelters are now included as partner-managed shelters.

Red Cross Managed Shelters

Red Cross managed shelters are managed by the Red Cross in cooperation with a variety of partners. Partners include facility owners and other agencies that provide niche services, supplies and equipment, or staff who are willing to participate as Red Cross workers to help the population within the shelter.

Sheltering

Sheltering is the overall term for the facility and all functions performed to assist clients on the path towards recovery from a disaster by providing a safe place to sleep, eat, get information, maintain personal hygiene, and access core services and situational services in shelters.

Unaccompanied Minor

An unaccompanied minor is an un-emancipated child younger than 18 who has been separated from parents, legal guardians, other relatives, schools, and child care providers and is not being cared for by an adult who, by law or custom, is responsible for doing so.

Unaccompanied Minors Registry (UMR)

The Unaccompanied Minor’s Registry (UMR) supports the National Center for Missing and Exploited Children (NCMEC) by allowing the public to report information related to children who have been separated from their parents or legal guardians as a result of a disaster. Refer to the [NCMEC Memorandum of Understanding](#).

Roles, Responsibilities, and Authorities

This section outlines the roles, responsibilities, and authorities of workers throughout the sheltering cycle. Operation headquarters and districts are scaled to meet the support requirements of the operation, and staffing is limited to only the staff necessary to support service delivery in the field. The [Concept of Operations: Disaster Cycle Services Program Essentials](#) provides diagrams of the operation structure for direct services and the district structure.

Steady-state Roles

The following roles have responsibilities and authorities related to during steady-state, non-disaster times:

Division Disaster Director

During the preparedness phase of Disaster Cycle Services, division disaster directors are responsible for ensuring that regions develop plans and relationships to meet the sheltering needs identified in their regional plans.

Regional Disaster Officer

During the preparedness phase of Disaster Cycle Services, regional disaster officers are responsible for assessing the risks and needs of the community, building the region's sheltering capability, and ensuring that sheltering plans are included in their regional plans. They can delegate these tasks to others in their region as agreed upon with their regional executive. During the response phase of Disaster Cycle Services, regional disaster officers may assume any of the operational roles listed below.

National Headquarters Sheltering Liaison

The national headquarters Sheltering liaisons are responsible for providing programmatic and operational guidance that support affected chapters, regions, and divisions.

The diagram below illustrates the operation structure for Sheltering. The Sheltering lead works at the district or operation headquarters under Mass Care. If a Sheltering lead is not assigned, then all duties roll into the duties of the Mass Care chief. All other positions or functions work inside a shelter. [Job Tool: Operating a Shelter](#) and [Job Tool: Shelter Staffing](#) provide more information on identifying workers to fill these positions, including Red Cross workers, partners, event based volunteers, and clients who wish to help.

Services provided in shelters are scaled to meet the needs of the individuals receiving services. Workers provide core services in every shelter at all times. Situational services in shelters are provided based upon the needs of the shelter. Workers include individuals from within Red Cross, as well as partner agencies, the community, and clients with a desire to help.

Operation Structure for Sheltering

Diagram Legend

Black boxes with numbered positions have an operational role in Sheltering. Their responsibilities and authorities are described below. Grey boxes are not included in the responsibilities and authorities of this document.

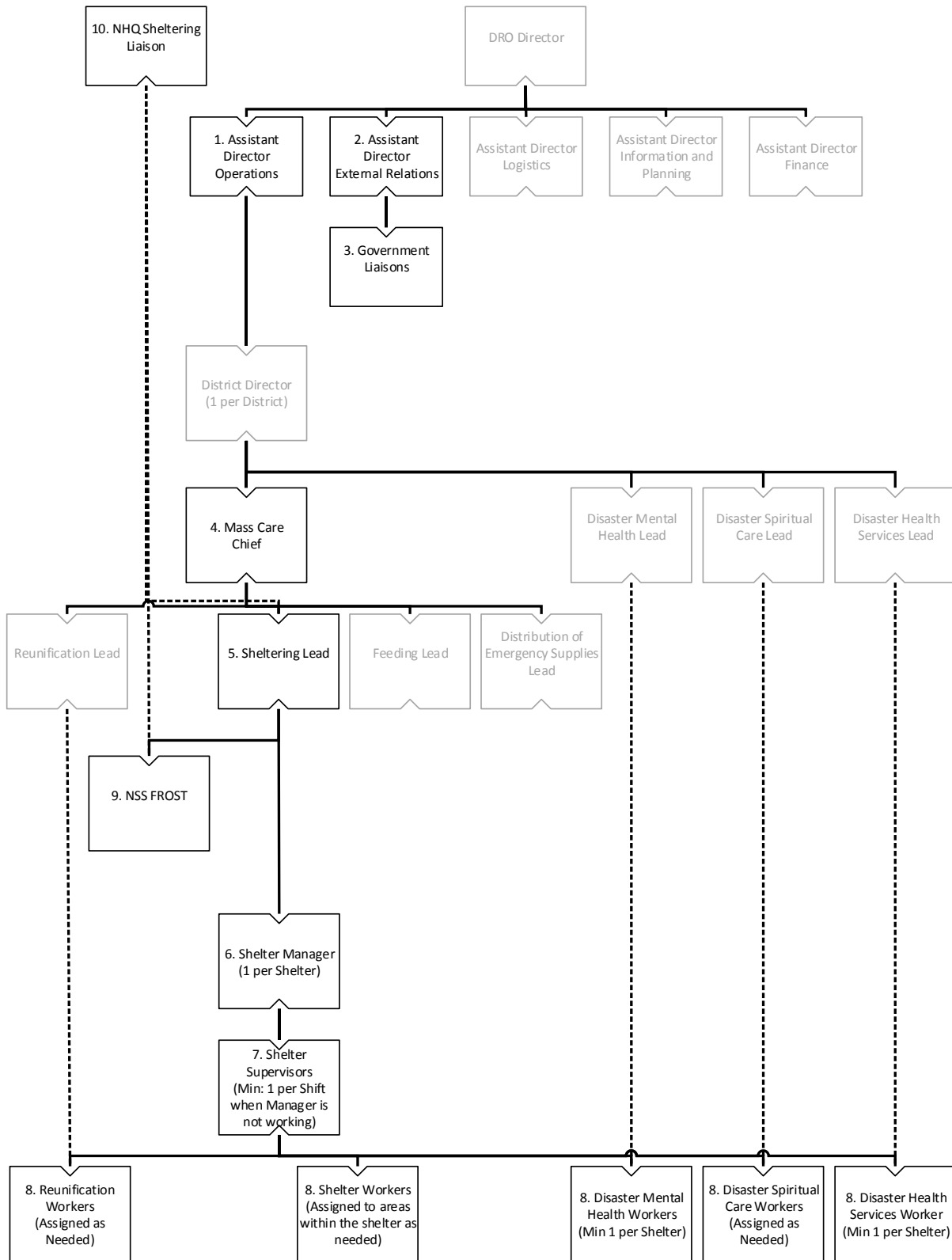
Solid lines indicate administrative reporting lines. Dotted lines represent technical reporting lines and are

equally important to service delivery as the administrative reporting lines.

The following sheltering roles can be filled with qualified workers as follows:

Operational Sheltering Role	Minimum G/A/P	Reports To
Sheltering Lead	MC/SH/MN	Mass Care Chief
Shelter Manager	MC/SH/SV	Sheltering Lead
Shelter Shift Supervisor	MC/SH/SV	Shelter Manager
Shelter Worker	MC/SH/SA	Shelter Shift Supervisor or Shelter Manager
NSS FROST Worker	MC/SH/SV	Sheltering Lead

Operation Structure for Sheltering Diagram



DCS SP RES Sheltering Standards and Procedures V.1.1 2016.09.01

Owner: Disaster Cycle Services

Author: Respond Process/Sheltering

Operational Roles Working with Sheltering

The following non-Sheltering roles, included in the Operation Structure for Sheltering above, have responsibilities and authorities related to sheltering during operations. Refer to the [Concept of Operations: Disaster Cycle Services Program Essentials](#) for overall responsibilities of these roles.

1. Assistant Director of Operations

Related to Sheltering, the assistant director of operations is responsible for approving the shelter reporting strategy ensuring that the Sheltering lead and External Relations assistant director have the authority and resources to execute the strategy.

2. External Relations Assistant Director

Related to Sheltering, the External Relations assistant director (or designee) is responsible for ensuring that all partners (non-governmental organizations [NGOs] and relevant government jurisdictions) are accurately informed of our organizational intent regarding shelter counts and reporting. The External Relations assistant director is also responsible for working with the Sheltering lead to develop the shelter reporting strategy and for ensuring count disputes are resolved appropriately between partners and the shelter workforce. This role has the discretion to take issues to the assistant director of operations, the local emergency manager, government relations, or the disaster relief operation director if there is a major alignment/relationship issue.

3. Government Liaison

Related to Sheltering, the government liaison is responsible for ensuring that any shelters reported to an emergency operations center (EOC) are reported to the Sheltering lead or designated Field Remote Operations Support Team (FROST) member for NSS entry, monitoring that the number reported in the NSS accurately reflects the number of open shelters in their jurisdiction, and notifying the Sheltering lead and External Relations assistant director of any discrepancies.

4. Mass Care Chief

Related to sheltering, the Mass Care chief is responsible for ensuring the Sheltering function is integrated into the operation, well coordinated with other functions, and that the shelter population counts being accurately conducted and reported according to the shelter reporting strategy. The Mass Care chief is responsible for reviewing the shelter reporting strategy for approval and ensuring that the Sheltering lead has the authority and resources to execute the strategy.

Operational Roles within Sheltering

Sheltering roles included in the *Operation Structure for Sheltering Diagram* above have the following responsibilities and authorities during operations.

5. Sheltering Lead (District or Operations Headquarters)

The Sheltering lead is assigned to either a district headquarters or an operation headquarters, reporting to the Mass Care chief. When assigned to a district headquarters, the position is generally referred to as the District Sheltering Lead. When assigned to an operations headquarters, the position is generally referred to as the Headquarters Sheltering Lead.

The Sheltering lead is responsible for leading the sheltering operation, assigning an individual or NSS Field Remote Operations Support Team (FROST) to input data into the NSS, developing the shelter reporting strategy with the External Relations assistant director; sharing the strategy with the Mass Care chief, increasing the number of shelters or consolidating and closing shelters, facilitating requests and information between all

of the shelters and all of the other functions, and problem solving. The [Job Tool: Sheltering Lead](#) provides more information on the specific tasks the Sheltering lead completes.

6. Shelter Manager

A shelter manager is responsible for providing supervision and administrative support at a shelter facility, which includes management of supervisors and workers, and is ultimately accountable for all activities and all workers within a shelter. A shelter manager reports to the Sheltering lead.

The shelter manager ensures that the shelter is a safe place for clients and staff and that the needs of each individual client are continually assessed and met. A shelter manager is responsible for making sure the shelter has adequate resources to provide services, working with partners who provide additional services as needed in support of the shelter, reporting information to the Sheltering lead, and ensuring that the shelter workforce maintains accurate records of sheltering activities. Other primary responsibilities of a shelter manager include conducting shelter population counts and reporting those counts to the Field Remote Operations Support Team (FROST) or the individual assigned to input data into the NSS. The [Job Tool: Operating a Shelter](#) provides more information on the specific tasks the shelter manager completes.

7. Shelter Supervisor

A shelter supervisor is responsible for providing supervision and administrative support at the shelter, under the direction of the shelter manager. A shelter supervisor reports to a shelter manager. There is at least one shift supervisor per shift when the shelter manager is not working. A supervisor represents and acts on behalf of the assigned shelter manager for a particular shift, function, or set of functions in order to maintain a span of control of five to seven workers per supervisor. Other primary responsibilities of a shelter supervisor include reporting information to a shelter manager and ensuring that workers maintain accurate records of shelter functions.

8. Worker

A worker is responsible for completing the day-to-day activities within a shelter. All workers report to a shelter manager or shift supervisor at the shelter. Workers from Reunification, Disaster Health Services, Disaster Mental Health, and Disaster Spiritual Care receive technical guidance from their functional leads while reporting to the shelter manager or supervisor administratively. Although a worker may be asked to perform a specific task, it's important to be mindful of meeting individual client's needs, which may require flexibility in work assignments.

9. NSS Field Remote Operations Support Team (FROST)

The Field Remote Operations Support Team (FROST) is a remote group of Red Cross volunteers that provide NSS support to current operations. This team reports to the sheltering lead. The primary role of the Field Remote Operations Support Team (FROST) is to reduce the burden of NSS data input from the operation. The sheltering lead and FROST lead determine which activities the team is responsible for when activated.

Generally, FROST provides a remote worker who is responsible for calling the designated shelter contacts (provided by the Sheltering lead) at pre-determined times to collect population counts and input those counts into the NSS. FROST provides the Sheltering lead and the Disaster Operations Coordination Center (DOCC) with a daily copy of their FROST data collection tool, which helps provide background details on the shelter population count.

10. National Headquarters Sheltering Liaison

The national headquarters Sheltering liaisons include the manager of Sheltering and senior associate of Sheltering and Reunification. They provide direct support for large-scale operations that may require national

coordination.

Sheltering Program Principles

The Sheltering program goals are to improve the quality of the shelter client experience, ensure that sheltering services are accessible to everyone who arrives, and deliver them consistently across the country. Clients are always put first, workers have a positive experience, and the program is continuously improved.

In a successful shelter, our clients would say:

- 1) I can access the shelter and all services provided.
- 2) My immediate needs are met, and I receive services where and when I need them.
- 3) I feel safe, secure, and comfortable.
- 4) I am treated with respect and dignity.
- 5) I am able to stay with the people I came with.
- 6) I feel enabled and supported to make the best decisions for myself and my family, including care and support for my children and those that depend on me.
- 7) I understand how to receive care for my animal.
- 8) I can connect with my family and friends.
- 9) I have the information I need to begin my recovery.
- 10) I am connected to my community's resources. I do not have to do it all alone.

In a successful shelter, our workers would say:

- 1) I treat all clients and fellow workers with respect and dignity.
- 2) I feel safe, secure, and comfortable.
- 3) I understand the mission and program services I deliver.
- 4) I make the needs of our clients a priority.
- 5) I have the training, resources, and referral information I need to help clients.
- 6) I am empowered to make decisions, meet clients' immediate needs, and help begin their recovery while keeping them safe.
- 7) I understand the reporting structure, how to get my questions answered, and how to request support.

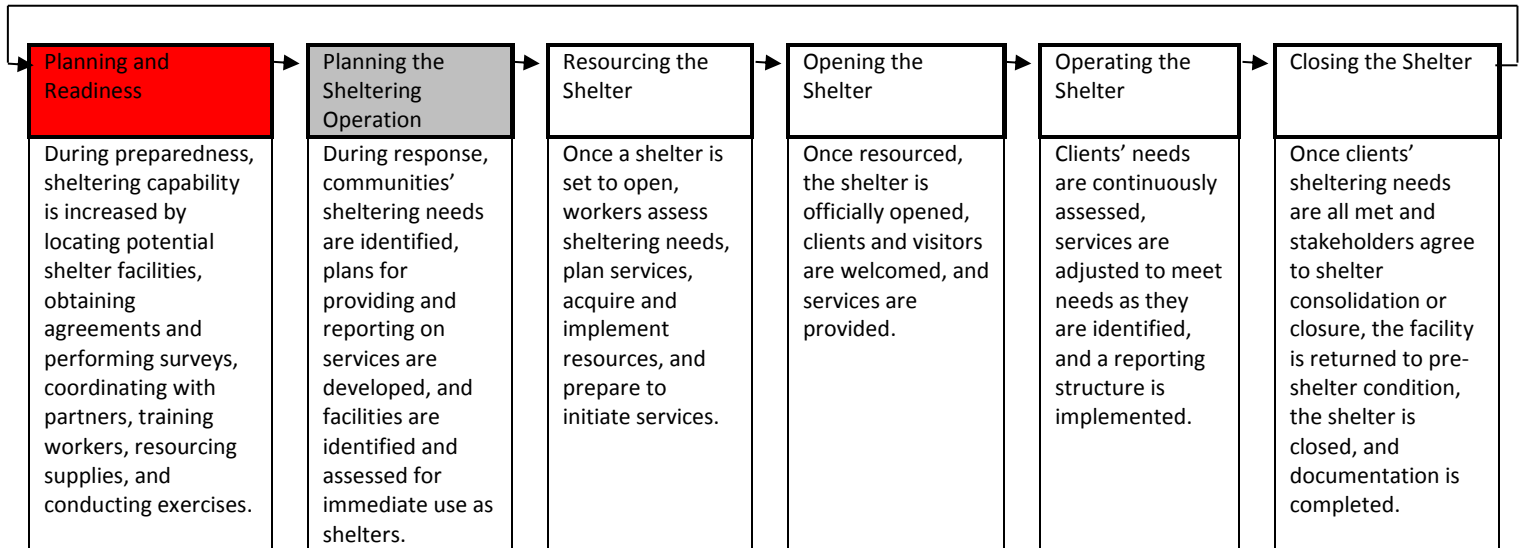
A successful shelter program:

- 1) Is designed first on the needs and expectations of clients, and then builds on existing local relationships, capabilities, and commitments.
- 2) Has the ability to provide and communicate the location of a safe environment for the impacted community.
- 3) Is provided consistently across the country and is continuously improved to meet the evolving needs of our clients.

The Sheltering Process

The Sheltering process begins in the planning and readiness phase with planning and capacity building. As disasters occur, workers plan the sheltering operation; resource, open, and operate shelters; and consolidate or close shelters when they are no longer needed. Lessons learned from each sheltering operation are

incorporated into the planning and readiness phase as the Sheltering process begins again, immediately following an operation.



This document provides overall Sheltering guidance and details on planning and readiness; the [Job Tool: Sheltering Lead](#) provides tactical guidance on planning the sheltering operation and leading the sheltering operation at a district or operations headquarters; and the [Job Tool: Operating a Shelter](#) provides tactical guidance on resourcing the shelter, opening the shelter, operating the shelter, and closing the shelter.

Standards and Procedures

1. Planning and Readiness

Standard

- Regions pre-identify facilities and partnerships to address the shelter needs in their regional plans.
- Regions review Facility Use Agreements annually and update Shelter Facility Surveys every 4 years.
- Regions ensure there is pet sheltering capability near Red Cross shelters.
- Regions enter pre-identified facilities into the NSS.

During the preparedness phase of Disaster Cycle Services, regional disaster officers or their designees assess the risks and needs of the community, build the region's sheltering capability, and ensure that sheltering plans are included in their regional plans.

1.1 Consider Community Risks and Needs Related to Sheltering

Regions should be aware of potential risks to their own community, which helps inform disaster planning. Using established risk assessment tools, such as the [Guidebook on Creating Resilience Networks](#), during regional planning, key considerations related to sheltering are:

- The types of hazards that could pose a threat to the community;
- The number and demographics of the people who might be affected, including languages spoken, population ages, and census data on individuals with access and functional needs, including those with disabilities;
- The number and demographics of individuals likely to seek shelter services;
- Where the region and relevant government jurisdictions believe shelters may be needed;
- How many trained workers are needed and available to run shelters;
- What supplies are necessary for sheltering all clients, including children and individuals with access and functional needs and those with disabilities;
- What partner and vendor agreements exist within the region to procure supplies;
- Safety and security options including how to respond to emergencies in shelters.

1.2 Build Sheltering Capability

On the basis of the analysis of community risks and needs, and incorporating lessons learned from previous sheltering operations, regional disaster officers ensure that the following steps are completed:

- 1) Determine the number, type, and size of community facilities needed for use as shelters.
- 2) Identify potential facilities for use as shelters. Some specific locations may be offered by relevant government jurisdictions, while others may need to be solicited from other NGO partners to meet the risk based needs of the community.
- 3) Ensure that a pre-disaster Shelter Facility Survey and Facility Use Agreement for each identified shelter are completed and shelter information is entered into the NSS.
- 4) Contact facility representatives every year to verify contact information, and re-survey facilities every four years, sooner if there are modifications to the facility, to ensure information is accurate. The *Job Tool: Facilities Non-episodic Procurement Process* (in development) describes the instructions for these procedures.
- 5) Recruit and train workers to sustain a shelter operation. The [Job Tool: Operating a Shelter](#) and [Job Tool: Shelter Staffing](#) provide details on shelter staffing requirements.
- 6) Identify vendors for access and functional needs support equipment, food, and other supplies that are necessary at the shelter. Establish vendor accounts and agreements for just-in-time procurement.
- 7) Prepare shelter supplies necessary to open and begin operating a shelter. The *Job Tool: Shelter Supply Standards* (in development) provides a list of sheltering items, including information on Save the Children's Child-Friendly Spaces Kits.

1.3 Plan for Integration of Partners' Services

Regions plan with partners in their communities to integrate their services with those of the Red Cross, including facility owners and partners who provide situational services in shelters. Plan with partners during the preparedness phase to ensure smooth sheltering operations during the response and recovery phases. Use the [Job Tool: Shelter Support Worksheet](#) to help facilitate discussions with partners.

The mission of the Red Cross in Sheltering is to provide safety and comfort for as many people as possible. While there are many considerations to plan with partners, the regions are responsible for planning to ensure services for the following situations.

1.3.1 Children in Shelters

Regions and partners ensure that the needs of children are met in a shelter. Families may be overwhelmed, and they may need help to provide care and supervision for their children. The safety and wellbeing of children in the shelter is the responsibility of all workers and clients. The support of children after a disaster requires special expertise. Anyone working directly with children in a shelter must be background-checked. It is important to engage the appropriate partner to ensure that the physical and emotional needs of the children are supported.

Regions should pre-identify community partners that can provide childcare and specialized support and activities for children in a shelter. The Red Cross has three national partners who are formally authorized to provide care for children: Save the Children, Church of the Brethren, and the Southern Baptists. Additionally, regions may partner with local childcare programs that are licensed and in good standing to help provide care for children in emergency shelters

1.3.2 Access and Functional Needs

Regions and partners ensure that the needs of individuals with access and functional needs, including those with disabilities, are met in a shelter and that every service provided is fully accessible to everyone in the shelter.

Regions should pre-identify community partners that can provide guidance and resources before, during, and after a disaster. Resources include durable medical equipment, consumable medical supplies, and alternate communication methods. Regions develop partnerships with Portlight Strategies, centers for independent living, state independent living councils, and local disability advocacy groups.

1.3.3 Animals in Shelters

The Red Cross welcomes service animals inside of all shelters. Regions and partners must ensure that service animals are accommodated, including feeding, watering, and providing access to a relief area. The [Job Tool: Operating a Shelter](#) provides more information on accommodating service animals.

Regions must pre-identify community partners that can provide support for service animals in shelters, as well as those who can operate pet shelters, either co-located or near the Red Cross shelter. Some partners to consider include local animal control, local and county animal rescue teams, state animal response teams, animal shelters, and local emergency management offices. It is important to identify and incorporate local laws pertaining to sheltering animals.

2. Planning the Sheltering Operation

Standard

- Shelter population count responsibilities are assigned within the first 24 hours.
- A Shelter Facility Survey, Facility Use Agreement, and opening inspection are completed prior to opening a shelter.
- Red Cross shelters are accessible to all clients, workers, and visitors.

Once the need for sheltering is identified, the Sheltering lead gathers information, determines the sheltering strategies for the operation, and coordinates with Logistics to identify and inspect facilities to be used as shelters.

2.1 Gather Essential Elements of Information

At the onset of a disaster, the Sheltering lead begins information gathering to determine levels of impact, disaster type, scope, scale, and timing. These determinations allow for more accurate service delivery planning and shelter staffing.

2.2 Determine Shelter Reporting Strategy

A key component of ensuring that sheltering needs are being met is a clear and comprehensive picture of sheltering activities by the Red Cross and other providers in the community. By ensuring the collection of shelter information to include all shelter providers, Red Cross and our partners can more effectively provide the necessary services to meet client needs. As a co-lead with FEMA in the mass care component of ESF-6 in the National Response Framework, the Red Cross has a commitment to relevant government jurisdictions to make all efforts to capture and report the most accurate counting of all open shelters and number of people in those shelters during a disaster or emergency.

Shelter counts are used by various government entities as one of the prime indicators for determining the disaster's impact on the community. Shelter counts are an important source of information for the following reasons:

- Help with forecasting feeding, distribution of emergency supplies, and associated services;
- Assist other government agencies in determining their response plans;
- Provide an indication of operational tempo.

2.2.1 Establish a Shelter Reporting Strategy, and Allocate Responsibilities

The shelter reporting strategy developed by the Sheltering lead, the External Relations assistant director, and the relevant government jurisdiction must include processes to ensure that the required nighttime count is entered into the NSS for every open shelter.

The strategy includes:

- Maintaining an accurate and up-to-date list of all open shelters with contact information.
- Determining the frequency of counting outside of the required nighttime count. For example, specific state agreements might require additional reporting outside of the required nighttime count.
- Communicating the plan for shelter reporting and timing with the relevant government jurisdiction representative/government official.
- Entering a nighttime count into the NSS and adhering to a standard for estimating the shelter population when a nighttime count is unobtainable. An estimate must be entered into the NSS in the absence of an accurate count. The strategy must articulate the criteria for the estimate. Examples of an estimate could include the following:
 - Previous population count;
 - Numbers provided by the relevant government jurisdiction;
 - Estimated population. (If the Field Remote Operations Support Team (FROST) is activated, this is provided by the Sheltering lead, because FROST will not have visibility on this data.)

The shelter reporting strategy may be written or orally communicated to pertinent parties. Additional staff or FROST may be assigned to assist with collecting and reporting shelter counts. FROST is strongly recommended for level 3 disaster responses and above, and will be required for all national relief operations, regardless of disaster response level, unless the Red Cross coordinating officer or vice president of Operations and Logistics makes an exception. Refer to the [Job Tool: Shelter Reporting Strategy Template](#) for more information.

The shelter reporting responsibilities below are assigned within the first 24 hours of an operation to ensure the operational leadership and the sheltering workforce are provided role clarity regarding the daily population counts.

Task	Authority
Overall Accountable for the Strategy	<i>Responsible:</i> Disaster Relief Operation Director
Develops the Strategy	<i>Responsible:</i> External Relations Assistant Director and Sheltering Lead
Communicate the Strategy to the Mass Care Chief	<i>Responsible:</i> Sheltering Lead
Review Strategy Prior to Approval	<i>Responsible:</i> Mass Care Chief
Approve the Strategy	<i>Responsible:</i> Assistant Director of Operations
Ensures All Stakeholders Are Informed of the Strategy	<i>Responsible:</i> External Relations Assistant Director
Manages Data Discrepancies with Stakeholders	<i>Responsible:</i> External Relations Assistant Director <i>Informed:</i> Operation Assistant Director
Ensures EOC is Aware of Strategy	<i>Responsible:</i> Government Liaison
Reports Back to Sheltering Lead on New Shelter Information and Discrepancies	
Ensures Sheltering Lead Has the Authority and Resources to Execute Strategy	<i>Responsible:</i> Mass Care Chief
Ensures Emergency Response Assistant Director Has Authority and Resources to Execute Strategy	<i>Responsible:</i> DRO Director
Assigns NSS Data Entry Worker or FROST	<i>Responsible:</i> Sheltering Lead
Conducts Shelter Counts	<i>Responsible:</i> Shelter Manager
Enters Shelter Count Data Into NSS	<i>Responsible:</i> FROST or Assigned NSS Data Entry Worker

2.3 Identify and Inspect the Facility

The Sheltering lead and facilities lead coordinate to identify facilities that are most appropriate for a particular disaster. Once a facility has been identified, a Shelter Survey, Facility Use Agreement, and opening inspection must be completed prior to opening a shelter. If the Shelter Survey and Facility Use Agreement do not exist or are out of date, they can be created or updated while the shelter is being resourced. The *Facilities Management Standards and Procedures* (in development) and the *Job Tool: Shelter Facilities–Operations* (in development) provide further details on how to identify and inspect an appropriate facility.

If modifications are required to make a facility accessible to individuals with access and functional needs, including those with disabilities, those modifications must be in place prior to opening the shelter.

3. Resourcing the Shelter

Standards

- Refer to the [Job Tool: Shelter Staffing](#) for shelter staffing considerations and ratios.
 - Staff is initially planned and requested for 3 days with a minimum of two workers.
 - A full staff is not required to open the shelter doors when the shelter is initially opened.
- The *Job Tool: Shelter Supply Standards* (in development) is used to ensure proper material resources are requested for the shelter.
- Sleeping space is allocated according to the Dormitory Space Allocation table below.
- If security personnel are established at the shelter, their workspace is setup away from the reception area.

3.1 Anticipating Clients' Needs

Prior to opening a shelter, the shelter manager conducts a quick assessment to determine what services are needed and the space required to provide each service to clients. For a no-notice event, there may not be sufficient time available to completely resource and organize a shelter. The shelter may need to be opened first and resourced after the clients arrive. *A full team is not necessary to initiate shelter operations.* For a notice event, a shelter manager has time to resource the facility prior to officially opening it.

Shelter managers must anticipate clients' needs by gathering information about the event and the clients and making initial assumptions about what they will need.

3.2 Planning the Shelter

Based on the known and anticipated needs of shelter clients, the shelter manager prioritizes services that will be provided. The shelter manager reviews the shelter facility information, determines the physical layout inside the shelter, determines the human and material resources needed to provide services, creates a plan for the shelter, and communicates that plan to the workers, operational leadership, and the facility point of contact.

3.3 Acquire Human and Material Resources

Shelter managers acquire additional human and material resources to meet the initial needs of the shelter. Throughout the operation, needs and services will evolve, and the shelter manager will return to this procedure. Resources may come from Red Cross inventory, partner inventory, or external procurement.

3.3.1 Shelter Staffing

Staffing for each shelter is situational and dependent on several factors, including the demographics of the shelter clients and facility layout. [Job Tool: Operating a Shelter](#) and [Job Tool: Shelter Staffing](#) provide information on shelter staffing considerations and details on how complete staffing requests.

3.3.2 Request Initial Resources

The *Job Tool: Shelter Supply Standards* (in development) provides a list of items used in shelters, including items necessary for children and individuals with access and functional needs. Some of these

items are automatically sent to a shelter upon opening, and others are requested by the shelter manager as needed, using the [Disaster Requisition Form \(F6409\)](#).

3.3.3 Use Partner Resources

Partner organizations may provide personnel to work in shelters, material resources for a sheltering operation, and additional services that are outside Red Cross capabilities. For example, members of a church may volunteer to work at a shelter located in their church building; county or state social services or public health employees might be released to work in a shelter; or a partner providing medical services may volunteer to assist with health related issues in a shelter. Additionally, a partner organization with specialty services might provide the resources clients need. The [Job Tool: Sheltering Lead](#) provides more information on using partner resources.

3.3.4 Receive Resources

The shelter manager ensures that new workers are properly registered and signed in to the operation, have proper identification, and have all of the training and information they need for a successful assignment at the shelter. All new material resources must be inventoried and secured. The [Job Tool: Operating a Shelter](#) provides information on how to receive resources.

3.3.5 Orient Staff to Shelter Operation

The shelter manager is responsible for ensuring that all volunteers have checked in with staffing, received an orientation to the operation and job induction, and are familiar with their roles. It is important to create, share, and publish the operation table of organization for all staff to reference. Each worker should know who their supervisor is and the escalation path for any issues. All workers should have access to the Incident Action Plan. The [Job Tool: Operating a Shelter](#) provides instructions on how to orient staff to the shelter.

3.3 Set up the Shelter

Workers set up areas for providing services to clients, post shelter signage, and set up areas for staff and support services as directed by the shelter manager.

4. Open Shelters

Standards

- A shelter is opened within two hours of deciding to open a shelter.
- A shelter is opened with a minimum of two workers.
- A shelter status (open or standby) is updated in the NSS within one hour of shelter opening.
- Shelter managers are aware of pet sheltering services and provide that information to all workers.
- Timely services are initiated according to the *Minimum Service Standards for a Shelter* table.
- The shelter manager is accountable for all workers within the shelter.

4.1 Officially Open the Shelter

Shelters should be opened within two hours of notification that a shelter is required. Each shelter should have a minimum of two workers, but one trained worker can work with event-based volunteers to open the doors when clients arrive before all human and material resources are ready at the shelter.

4.1.1 Enter Shelter Status into the NSS

Once a shelter is officially opened to clients, the status must be updated in the NSS within one hour by the worker designated by the Sheltering lead. Refer to the [NSS User Guide](#) on The Exchange for technical details. All Red Cross-managed and partner-managed shelters designated as “open” within the NSS will appear on a shelter map, accessible to the public on the Red Cross website and emergency app.

A shelter can be marked as “standby” or “alert” when:

- Facility owner has been contacted and has granted permission to use the facility for sheltering AND
- Shelter staff have been identified and contacted AND
- Shelter supplies are either onsite, en-route, or ready for movement.

OR

- Emergency management partners concur with the location selection and have been notified that the shelter can be changed to “open” within an agreed upon notification timeframe.

OR

- Emergency management partnerships expect to see the shelters Red Cross is prepared to open within an agreed-upon notification timeframe through the NSS.

4.2 Welcome Clients into the Shelter

The reception area should be setup first. This represents the first opportunity to greet the clients and begin to understand their individual needs.

4.2.1 Establishing a welcoming environment

In order to ensure a welcoming and safe environment for everyone, the following items and actions are not allowed in a shelter.

- Smoking of any kind (tobacco, marijuana, e-cigarettes, or vaporizers, etc.);
 - A smoking area may be set up outside the building, if appropriate for the facility grounds.
- Alcohol;
- Illegal drugs;
- Weapons (regardless of concealed carry licensure).
 - Understand state regulations. Some states require specific wording on signs disallowing concealed weapons.

The [Job Tool: Operating a Shelter](#) provides more information on acceptable items and behaviors in shelters.

4.2.2 Animals

Service animals must be accepted in Red Cross shelters. Although the Red Cross does not host pets in shelters, shelter managers must identify pet sheltering resources and provide that information to shelter supervisors and workers. All workers in the shelter should be able to direct clients to where they can shelter their pets. The [Job Tool: Operating a Shelter](#) provides more information on animals in shelters.

Assistance animals may be welcomed in Red Cross shelters when the operation has the resources to accommodate them, including permission from the facility owner, adequate protection for the floors, space for the animals to be in the care and control of their owners, food, water, and material resources needed for the animals’ care.

4.2.3 Unaccompanied Minors, Separated Children, and Missing Children

Reunifying unaccompanied minors and separated children with their parents or legal guardians in the aftermath of a disaster is a priority. Accomplishing this goal requires the efficient, coordinated use of resources and efforts from law enforcement and community partners. Although care of unaccompanied

minors and separated children is usually the responsibility of government agencies and other child welfare agencies, the high visibility of the Red Cross during times of disaster may sometimes result in these children arriving at Red Cross service delivery sites. Additionally, missing children might be reported at a Red Cross service delivery site or call center. While law enforcement and the National Center for Missing and Exploited Children (NCMEC) are responsible for searching for a missing child, the Red Cross should provide consistent references to seekers to help expedite their search. Refer to the [Job Tool: Operating a Shelter](#) for further information about Red Cross procedures for working with unaccompanied minors, separated children, and missing children.

4.2.4 Human Trafficking

Human trafficking in the aftermath of a disaster is highly prevalent as the emotional and financial implications of a disaster leaves individuals susceptible to exploitation. Red Cross clients may be seen as vulnerable and could be trafficked under false pretenses of security and monetary value. Individuals may exploit the disaster environment to engage in criminal activities such as selling of children for illegal adoption, forced labor, or sexual exploitation. Children who are separated from their families are particularly vulnerable to abduction by traffickers, but a client of any age or gender may be a target. Refer to the [Job Tool: Operating a Shelter](#) for further information about key indicators of human trafficking and Red Cross procedures for reporting human trafficking concerns.

4.3 Provide Services to Clients

Services should be initiated as quickly as possible to meet the needs of arriving clients. The *Minimum Service Standards for a Shelter* table below provides the minimum services that should be initiated within 2-, 4-, 24-, and 72-hours of a shelter being opened.

Minimum Service Standards for a Shelter			
2 Hours	4 Hours	24 Hours	72 Hours
		Shelter Manager	Shelter Manager
Two Workers	Two Workers	Two Workers	Full Shelter Staff
Reception	Reception	Reception	Reception
Security ensured	Food: snacks and water	Food: snacks, beverages, and meals	Food: snacks, beverages, and meals
	Remote Disaster Health and Disaster Mental Health Services	Disaster Health and Disaster Mental Health Services	Disaster Health Disaster Mental Health and Disaster Spiritual Care Services
	Information Area	Information Area	Information Area
	Reunification Services*	Reunification Services*	Reunification Services*
		Connectivity	Connectivity
		Dormitory Registration	Dormitory Registration
		Dormitory	Dormitory
		Distribution of Emergency Supplies*	Distribution of Emergency Supplies*

		Casework and Recovery Planning	Casework and Recovery Planning
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*If needed to meet clients’ needs.

Refer to the [Casework and Recovery Planning Standards and Procedures](#) and job tools for guidance on initiating Casework and Recovery Planning in the shelters.

4.3.1 Provide Core Services

The shelter manager is responsible for allocating shelter spaces within the identified facility. Directing and supervising shelter set-up can be delegated to workers.

Provide basic amenities in the shelter as follows:

	Emergency Evacuation Shelter	Standard/Short-term Shelter	Long-term Shelter
Critical Item Considerations	Cots —1 per person Blankets —1 per person Pillows —None Towels —1 towel Comfort Kits —1 per person	Cots —1 per person Blankets —2 per person Pillows —None Towel – 2 towels/per person/per week Comfort Kits —2 per person/per week	Cots —1 per person Blankets —2 per person Pillows —1 per person Towels —2 towels/per person/per week Comfort Kits – 2 per person/per week
Sanitation Considerations	Toilets —1 per 40 persons Showers —1 per 72 persons Hygiene Stations —1 per 20 persons Trash Containers —1-30 gal. container per 10 persons Accessible Toilets and Showers	Toilets —1 per 40 persons Showers —1 per 48 persons Hygiene Stations —1 per 20 persons Trash Containers —1-30 gal. container per 10 persons Accessible Toilets and Showers	Toilets —1 per 20 persons Showers —1 per 25 persons Hygiene Stations —1 per 20 persons Trash Containers —5 pounds of dry waste disposal capability per person per day Laundry —Capability to meet demands of 33% of shelter population Sewage —1.5 gallons of sewage disposal capacity per person per day

Refer to the [Access and Functional Needs Toolkit](#) on the exchange for accessibility requirements.

The [Job Tool: Operating a Shelter](#) provides instructions on how to assess and allocate space in the shelter for staff, providing services to clients, and how to set up each area. Areas for providing services to clients always include the following core services. Space for situational services is allocated and set up as needed at the direction of the shelter manager.

Reception

The reception area is set up just inside the entrance to the shelter. It is resourced to allow clients and visitors to be welcomed and provides a place to gather. If security personnel are established at the shelter, their workspace is setup away from the reception area to ensure all clients are comfortable entering the shelter.

Clients and visitors are welcomed, then provided a place to gather and access the services available within the shelter.

Information area

The information area is set up in a designated space, near or within the reception area, accessible to everyone in the shelter. It is resourced to provide centralized information.

Clients and workers have access to centralized information relevant to the disaster, resources, and activities in the shelter. For example, a notice board and audible announcements are two simple ways to provide continuous updates to staff and clients, as long as the information is presented in a way that everyone can receive and understand the information, including individuals with visual, hearing, or cognitive impairments and those who do not speak English. These can help supplement the information that is provided during daily shelter briefings.

Reunification

The reunification function provides human and technological resources to reconnect individuals as quickly as possible. Mechanisms include facilitating communication through the Safe and Well website, acting upon urgent requests including unaccompanied minors, reestablishing contact with those who have been separated within the disaster area, and working with partners to resolve reunification-related inquiries.

Feeding

The feeding area is set up in a designated space accessible to everyone in the shelter. It is resourced to provide meals, snacks, and beverages to clients and workers.

Clients and workers receive food at a 24-hour snack table, as well as a meal feeding area. The Sheltering lead coordinates with the feeding lead at the district or operations headquarters to find the best-available means of providing safe and sanitary food service that meets the dietary and cultural requirements of clients and workers in the shelters. Workers assigned to the feeding area provide meal counts for operational reporting. The *Feeding Standards and Procedures* (in development) provides further details on feeding in a shelter.

Distribution of Emergency Supplies

Workers from Distribution of Emergency Supplies provide material resources to individuals affected by a disaster.

Dormitory

The dormitory area is set up in a quiet area and with as much privacy as possible from other areas of the shelter. It is resourced to provide clients space for resting, reading, or sleeping. The table below provides the dormitory space allocation for individuals with and without access and functional needs, including those with disabilities.

Minimum Dormitory Space Allocation Table		
Type of Shelter	Individuals <i>without</i> access and functional needs or disabilities	Individuals who require additional space due to access and functional

		needs, including disabilities
Emergency Evacuation	20 square feet	100 square feet
Standard/Short-term	40 square feet	100 square feet
Long-term	60 – 80	100 square feet

Clients have space for resting, reading, or sleeping. Dormitory management includes coordinating dormitory supplies, setting up and assigning sleeping areas, and monitoring the safety, sanitation, and security of the dormitory.

Dormitory Registration

The registration area is set up just outside the dormitory area. It is resourced to allow clients who are staying overnight in the shelter to be greeted and registered into the dormitory.

Clients who are staying overnight in the shelter are greeted and registered into the dormitory so workers and operations management have a clear understanding of the demographics and needs of the overnight shelter population

Disaster Health Services, Disaster Mental Health Services, and Disaster Spiritual Care

Disaster Health Services, Disaster Mental Health Services, and Disaster Spiritual Care areas are each set up in spaces that provide maximum privacy for clients.

Clients receive Disaster Health Services, Disaster Mental Health Services, and Disaster Spiritual Care throughout the shelter, as well as in designated areas that provide maximum privacy.

Security

The safety and security of clients and staff is a top priority for all workers. Designated security services are requested as needed.

4.3.2 Provide Situational Services

The shelter manager is responsible for the continual assessment of clients’ needs and determining when situational services are needed in the shelter. The [Job Tool: Operating a Shelter](#) provides guidance on how these situational services should scale.

5. Operate the Shelter

Standards

- Services are expanded based upon the needs of the clients.
- Shelter manager is accountable for all operational reporting from the shelter.
- Daily shelter population counts, including age demographics, are required for all shelters including Red Cross-managed, partner-managed and independent shelters.

5.1 Ongoing and Additional Services

In addition to the core services initially provided in a shelter, situational services are offered based upon the needs of the clients and the duration of the shelter. Services are provided in all areas of the shelter following guidance in the [Job Tool: Operating a Shelter](#).

5.2 Continual Needs Assessment

Workers continuously identify shelter clients' needs throughout the shelter operation. In addition to the sheltering services described above, clients may have additional needs, such as transportation, Internet access, laundry services, access to phones, etc. The Sheltering lead collaborates with External Relations to identify prearranged or new partnerships for meeting client's needs that are outside the scope of Red Cross sheltering services. Client needs determine the length of the shelter operation and the services provided.

5.3 Shelter Operation

The shelter manager oversees the shelter operation, including addressing offers from the community, managing workers, and overseeing the operation and maintenance of the facility. Offers from the community include financial and material donations and community members arriving to volunteer.

5.4 Daily Shelter Reporting

The shelter manager is accountable for all daily reporting of sheltering activity, including the daily shelter population count. The [Job Tool: Operating a Shelter](#) provides details on daily reporting.

5.4.1 Identify and Contact All Open Shelters in Communities Affected by Disasters

The Sheltering lead works with the External Relations assistant director to identify all shelters within their geographic area. The government liaison and community partnerships liaison provide any known information about independent shelters to the Sheltering lead. If needed, the External Relations assistant director works with independent shelters to ensure that they understand Red Cross organizational intent regarding the shelter counts and reporting. The Sheltering lead works with all Red Cross managed, partner-managed, and independently managed shelters to obtain contact information for all shelter managers and provides that information to the NSS Field Remote Operations Support Team (FROST) or the individual designated to enter counts into the NSS.

If there is a high number of independently managed shelters, or if shelter counts become problematic or are anticipated to become problematic, the Sheltering lead coordinates with the External Relations assistant director to identify workable solutions and ensure coordinated, accurate shelter numbers are reported.

The following table describes the types of shelters that are, and are not, included in the count.

Shelter Types That Require Population Counts	
IN the count	NOT in the count
American Red Cross Managed Shelters	Homeless shelters that have increased in population due to a disaster
Partner-managed Shelters	Staff Shelters

Independently Managed Shelters	Centers**
Campgrounds and Fair Grounds*	
College or University Dormitories*	

*Camp grounds, fair grounds and dormitories are included in the shelter population count when they are being managed by a sheltering agency as a non-traditional shelter.

**Center population may be requested.

5.4.2 Using the Red Cross National Shelter System (NSS) for Centers

Centers should be entered in the NSS so they appear on a shelter map, accessible to the public on the Red Cross website and Emergency App. This guidance does not apply to homeless shelters, warming or cooling centers opened to expand services to the homeless population, or other centers that operational leadership does not want to appear on the shelter map.

When entering centers in the NSS, there are some important considerations:

- The NSS should be used to post centers that are affiliated with the Red Cross or managed independently by a government or community organization and are opened for the general public.
- Whether entering a new facility or activating an existing shelter facility as a center, the label “[Type] Center - ” should be added to the name of the shelter facility. For example: “Atlanta Community Center” would be temporarily changed to “Warming Center – Atlanta Community Center.”
- Adding “Warming Center” to the name of the facility will indicate that it is not a shelter.
- Renaming a facility outside of this scenario should not be done unless the facility name has actually changed.
- After the operation has completed, the name of the facility must be changed back to its original state.
- Centers must be opened and closed in the NSS as they are physically opened and closed, or external client-facing sites, such as www.redcross.org and mobile apps, will show the location of these facilities even when they are not operating.
- The Red Cross does not require population counts for centers; however, should a count be requested or required by a relevant government jurisdiction entity, the daytime population count can be entered into the “noon” population field. If the center transitions to an overnight location where dormitory services are being provided, it is considered a shelter, and the regular reporting standards, such as a nighttime population count with age demographics, is required.

If additional support is needed in this reporting activity, please contact nssresource@redcross.org, and support staff will be assigned to your operation.

5.4.3 Enter All Open Shelters and Populations in the National Shelter System (NSS)

The Field Remote Operations Support Team (FROST) or the individual designated to input counts into the NSS must enter the population count into the NSS no later than 11:00 p.m. local time in order to facilitate accurate, coordinated counting and reporting across agencies. Demographic counts are also required for every nighttime count regardless of DR level.

The table below describes the individuals that are, and are not, included in the *required* nighttime count.

Population Count: Nighttime	
Population included IN the count	Population NOT included in the count
Clients who are registered for dormitory services and present in the shelter at the time of the count.	Individuals sleeping outside of a managed shelter (e.g. in the parking lot) who are not registered for dormitory services. (Refer to distinction for campgrounds and fair grounds above.)
Clients who are registered for dormitory services who are expected to return to the shelter to sleep that night. For example, shift workers who will arrive after the count is completed.	Individuals who entered the facility solely for additional services and not sleeping in the facility.

The table below describes the individuals that are, and are not, included in the *optional* daytime count. Demographic counts are required for every shelter population count.

Population Count: Daytime	
Population included IN the count	Population NOT included in the count
Clients who are in the shelter facility to sleep, eat, shower, get information, or receive any other Red Cross services provided in the facility.	Individuals who are not in the shelter at the time of the count.

5.4.4 Follow a Designated Process for Shelter Count Discrepancies and Ensure Coordination with Government and Partners.

If an accurate nighttime population count is unobtainable, the Sheltering lead must use a number determined in the shelter reporting strategy (estimate, previous night’s count, etc.). This should be noted in the Data Collection Tool (if a FROST is activated), and the Sheltering lead, government liaison, and External Relations assistant director should be notified.

It is the responsibility of the government liaison and External Relations assistant director to notify the Sheltering lead of information regarding independently managed shelters that comes through the Emergency Operations Center (EOC), and to ensure that the Red Cross coordinates with government reporting and timing. It is the responsibility of the Sheltering lead to determine why the count was not available, and notify the Field Remote Operations Support Team (FROST) or the individual designated to input the count to update the NSS with a proper count, when available. If a shelter count is updated after 11:00 p.m. local time, notice of the update must be communicated to the Sheltering lead, government liaison, External Relations assistant director, and the DOCC as shelter count reports could vary depending upon when a report is pulled from the NSS.

6. Close the Shelter

Standards

- The shelter manager provides 24-48 hours notice to shelter clients whenever possible.
- A shelter status (closed) is updated in the NSS within one hour of shelter closing.

6.1 Determine if Sheltering is Still Required

The decision to close a shelter is a decision that occurs at operations headquarters with input from the Sheltering lead, shelter manager, regional leadership, community partners, and the relevant government jurisdictions. The Sheltering lead should be well versed on the needs of each shelter through their established communication plan.

The [Job Tool: Sheltering Lead](#) provides more information on how to close a shelter. Considerations for closure could include the following:

- Shelter clients are able to return to their homes or have found suitable housing;
- Shelter clients' recovery needs have been addressed;
- Clients' needs have been met by the Red Cross, and referrals have been provided for those needs that Red Cross cannot fulfill;
- A facility must be returned to the facility owner for its original intent;
- The shelter can be consolidated with other shelters based on geography, the number of remaining clients, and clients' needs;
- An evacuation or other need to relocate the shelter.

6.2 Coordinate with Relevant Functions

Once a decision has been made to close a shelter, the Sheltering lead is responsible for communicating the plan to pertinent groups, including the assistant directors of Operations, Logistics, Staffing, and External Relations. In addition, the Sheltering lead is responsible for communicating the plan with the Mass Care chief and all leads working in Operations. The [Job Tool: Sheltering Lead](#) provides more information on how to coordinate with other functions.

6.3 Scale Down Services

When the decision to close a shelter is underway, as determined by leadership at the operations headquarters, the shelter manager begins planning for closing the various designated areas and preparing the facility to be returned to the facility owner. The shelter manager works with functional leads in the shelter to determine an appropriate plan on how to provide services for the remainder of the operation. If external partners are present in the shelter, the Sheltering lead coordinates with the shelter manager and community partner services to determine how they will scale down their services. The [Job Tool: Sheltering Lead](#) provides more information on how to scale down sheltering services.

6.4 Inventory Material Resources

Prior to closing the shelter, a final closing inventory is completed, supplies are returned, and the facility is cleaned. The following job tools provide additional details on the inventory of material resources: [Job Tool: Operating a Shelter](#), [Job Tool: Sheltering Lead](#), and *Facilities Management Standards and Procedures* (in development).

6.5 Transfer or Out-process Staff

The Sheltering lead is responsible for collaborating with other functions at operations headquarters to determine when to transfer or out-process staff. The [Job Tool: Sheltering Lead](#) provides detailed instructions on transferring or out-processing staff, whether it is done at the end of the shelter operation or as part of staff rotations. The Sheltering lead is also responsible for completing performance evaluations for all shelter managers. The shelter manager is responsible for ensuring performance evaluations are completed for all workers. The shelter manager should consult with any applicable functional leads at operations headquarters for input on the evaluations. The [Job Tool: Operating a Shelter](#) provides additional information on completing and conducting performance appraisals.

6.6 Facility Closure

The shelter manager provides 24-48 hours notice of facility closure to the shelter clients whenever possible. The *Facility Management Standards and Procedures* (in development) contains further details on closing inspection and turning in a facility.

6.7 Update Shelter Status in the NSS

Once a shelter has been closed, the status must be updated in the NSS within one hour by the worker designated by the Sheltering lead. Refer to the [NSS User Guide](#) on The Exchange for technical details. This closure update will help ensure that the public (through www.redcross.org and Emergency App for Red Cross managed and partner-managed shelters), operational leadership, and emergency management are aware that the facility is no longer being used as a shelter.

6.8 Turn in Paperwork to Designated Locations

Some sheltering paperwork is destroyed at the end of an operation, and other paperwork is saved for future reference, including continuous improvement of the sheltering program. Refer to the [Job Tool: Operating a Shelter](#) for a table of all forms used in sheltering and where they should go once the shelter is closed.

6.9 After Action Review

The Sheltering lead should discuss the operation with each shelter manager and include successes and concerns in the operation's after action report. This information is used to improve the Sheltering program through lessons learned.

References

Policies

[American Red Cross Disaster Policy, May 2010](#)
[Protecting Personal Information Policy](#)

Frameworks

[Concept of Operations: Disaster Cycle Services Program Essentials](#)
[Respond Program Essentials](#) (May 2015)
[Respond Framework](#)

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Standards and Procedures

[Bulk Distribution Operations Handbook](#)
[Care Assistance Services Standards and Procedures](#)
[CAS 2.0 Standards and Procedures](#)
[Casework and Recovery Planning Standards and Procedures](#)
[Disaster Mental Health Handbook](#)
[Disaster Spiritual Care Standards and Procedures](#)
[Disaster Workforce Management Handbook](#)
Facilities Management Standards and Procedures (in development)
[Feeding Handbook](#)
[Financial Controls for Direct Client Assistance Standards and Procedures](#)
[Health Services Handbook](#)
[Incident Reporting Standards and Procedures](#)
[Mission Card Standards and Procedures](#)
[Operations Planning Standards and Procedures](#)
[Procurement Standards and Procedures](#)
[Regional Movement of Material Resources Standards and Procedures](#)
Reunification Standards and Procedures (in development)
[Safe and Well Linking Handbook](#)
[Staff Wellness Standards and Procedures](#)

Job Tools

Job Tool: Facilities Non-episodic Procurement Process (in development)
Job Tool: Shelter Facilities Operations
Job Tool: [NSS User Guide](#)
FROST Activation Job Tool (in development)
[Job Tool: Operating a Shelter](#)
[Job Tool: Sheltering Lead](#)
[Job Tool: Shelter Staffing](#) (replaces *Shelter Staffing Template*)
Job Tool: Shelter Supply Standards (in development)

Other

[Access and Functional Needs Toolkit](#)
[Disaster Cycle Services Principles](#)
[DCS Job Tools and Forms Index](#) – includes all forms for general use by disaster workforce
[FEMA-Red Cross Co-Branded Shelter Field Guide](#)
[Guidebook on Creating Resilience Networks](#)
[Mass Care Procurement Card Overview](#)
[Multi Agency Sheltering Plan Template](#)
[Non Traditional Concept of Operations Template](#)
[Sheltering Toolkit](#)
[Service Delivery Plan Template](#)
[Community Partnerships MOUs](#)

- National Animal Rescue and Sheltering Coalition (NARSC) (in development)
- [National Center for Mission and Exploited Children \(NCMEC\)](#)

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