



*Mental Health and Recovery Services  
(MHRS)*

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**Facilities Usage Agreement**

(For Non-County Users Only)

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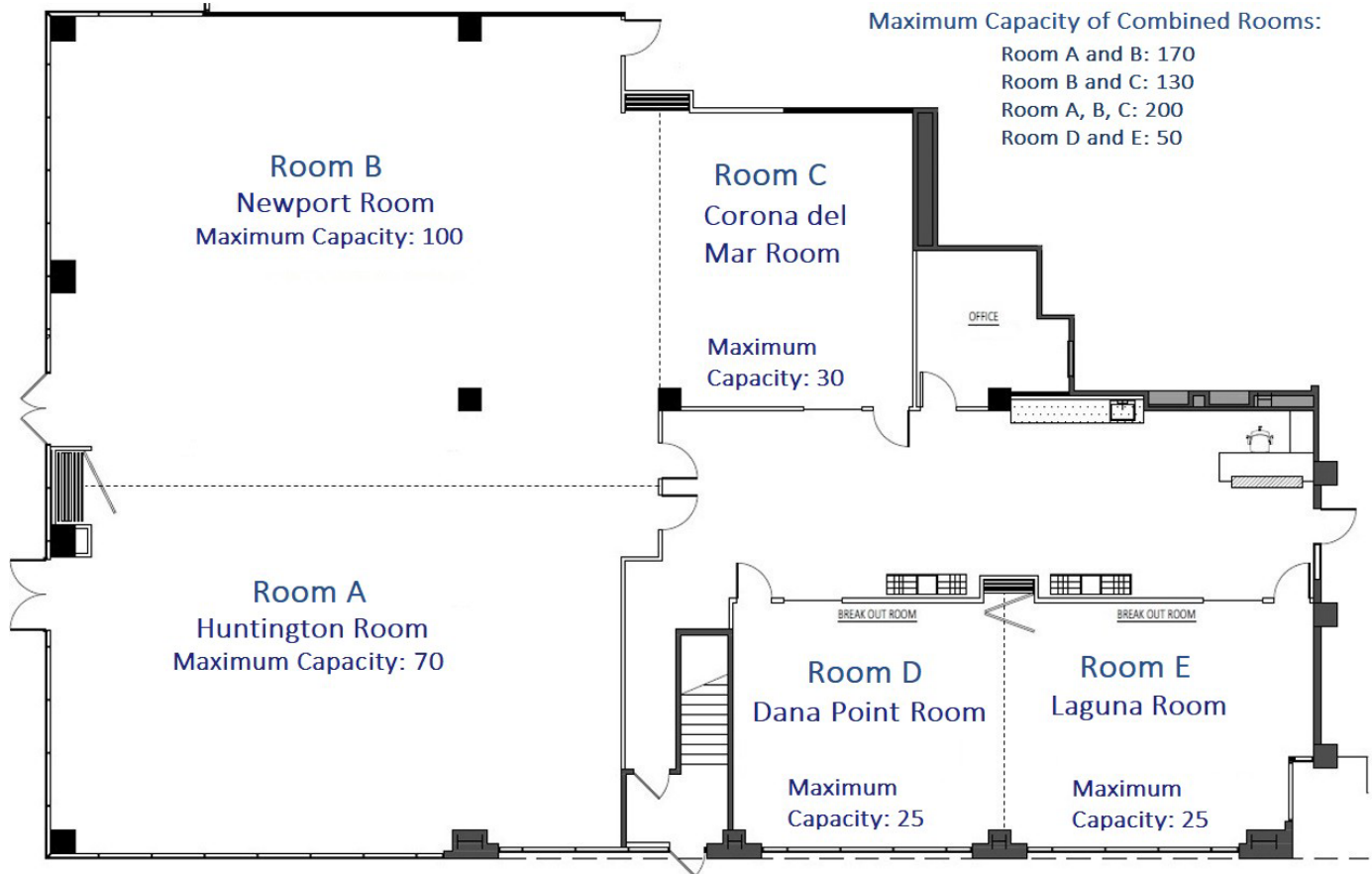
2020

Approval by HCA DAD (or designee) Print Name	Signature	Date
HANETTE MUGRITICHIAN		3/4/2020

## Facility Use Guidelines

### A. Training Center Use Request

1. Reservations for use of the Behavioral Health Training Center (Training Center) are done by calling Behavioral Health Training Services (BHTS) at (714) 667-5600 during regular business hours (Monday to Friday 8 a.m. – 5 p.m.).
  - a) Please be prepared to provide information about the organization or agency seeking the reservation, the number of expected attendees, the dates/times to be reserved, and any logistics desired.
  - b) Please review the layout below for available room capacities to inform BHTS of the desired room(s) to be reserved.



2. Reservations are confirmed only after receipt of a completed [Training Center Request](#) form (see addendum).
  - a) Users must enter all information as requested on the form in order for the Training Center Request form to be considered received.
  - b) If Audio Visual (A/V) services are needed, the user must specify and indicate in the Training Center Request form how the user's materials will be presented, such as by bringing a flash/thumb drive, personal computer, etc.
  - c) BHTS will send a confirmation email for the reservation to the user once the Training Center Request form is approved. The confirmation email will indicate the reserved date and time and will have the Facility Guidelines and Usage Agreement attached.
3. Priority for use of the Training Center is as follows:
  - a) Behavioral Health Training Services (BHTS)
  - b) Mental Health and Recovery Services (MHRS) programs
  - c) MHRS partners or contractors
  - d) OC Health Care Agency (HCA) departments or programs
  - e) County departments or programs
  - f) Community or other programs (non-County)
4. All users with a confirmed reservation must review and sign the [Usage Agreement](#) form at least one week before the event (see attached).
5. Reservations must be made at least two weeks in advance of the reservation date and not more than three months in advance of the reservation date.
6. Prior notice of at least 48 hours for any changes or cancellations to the reservation is required. This can be done via email at [BHTS@ochca.com](mailto:BHTS@ochca.com) or phone (714) 667-5600.

## **B. Audio Visual Technology and Media Services**

1. All County A/V equipment and support must be requested by the user at the time of the reservation on the Training Center Request form.
2. County A/V equipment is available for use at no cost to the user. However, only BHTS staff may handle the equipment, including connecting any user devices to the equipment.
3. Copying or printing services are not available in the Training Center. Users must bring any printed materials with them to the Training Center.

## **C. Training Center Hours of Operation**

The Training Center hours of operation are 8 a.m. to 5 p.m., Monday through Friday, excluding County of Orange holidays. All reservations must be for a date and time within the hours of operation. Requests for set-up time prior to 8:00 a.m. must be submitted ahead of time and noted on the [Training Center Request](#) form.

## **D. Training Center Safety and Security**

1. At no time shall there be more persons admitted to the reserved rooms than the seating capacity will accommodate.
2. Room dividers may only be operated by BHTS.
3. No cooking equipment is available or permitted in the Training Center.
4. The refrigerator is available during the reserved date and time, but anything left in the refrigerator at the end of the reserved date and time will not be stored or saved.

5. It is expected that all persons using the Training Center will clean up after themselves, including removing items from the refrigerator and room(s) and throwing away all trash.
6. No events involving animals are permitted.
7. There shall be no use, possession, or selling of alcohol, drugs or tobacco products (including vaping) in the Training Center.
8. Use of aerosol sprays of any kind is prohibited unless pre-approval by BHTS staff is granted.
9. No betting, gambling, lotteries or raffles are allowed in the Training Center. It is expected that all individuals using the rooms will conduct themselves in a professional manner.
10. Violation of any of the Facilities Use Policy and Procedure may result in denial of future use of the Training Center.

**E. Insurance**

1. At least two days before the reservation date for use of the Training Center, the user must purchase all required insurance at the user’s expense and deposit with the County of Orange (County) a certificate of insurance, including all endorsements required herein, necessary to satisfy County that the user has complied with the insurance provisions stated herein.
2. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If the user is self-insured, the user, in addition to, and without limitation of, any other indemnity provision(s) stated herein, agrees to all of the following:
  - a) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from the user’s, its agents’, employees’ or subcontractors’ use of the Training Center, the user shall defend County at its sole cost and expense with counsel approved by the Board of Supervisors against same; and
  - b) Users duty to defend, as stated above, is absolute and irrespective of any duty to indemnify or hold harmless; and
  - c) The provisions of California Civil Code Section 2860 apply to any and all actions to which the duty to defend stated above applies, and the user’s SIR provision shall be interpreted as though the user was an insurer and County was the insured.
3. If the user fails to provide insurance acceptable to County, County may immediately terminate the user’s reservation.

**F. Qualified Insurer**

1. The required policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
2. If the insurance carrier does not have an A.M. Best’s Rating of A-/VIII, the Chief Executive Office (CEO)/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.
3. The policy or policies of insurance maintained by the user shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

### G. Required Coverage Forms

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

### H. Required Endorsements

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

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees, agents* as Additional Insureds. Blanket coverage may also be provided which will state - *As Required By Written Agreement*.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the user's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3. Users and its insurers shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
4. The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).
5. Insurance certificates should be forwarded to the County address provided or to an address provided by the Chief Real Estate Officer. User has two business days to provide adequate evidence of insurance or the user's reservation may be cancelled by County.
6. The procuring of such required policy or policies of insurance shall not be construed to limit the user's liability hereunder nor to fulfill the indemnification provisions and requirements contained herein, nor in any way to reduce the policy coverage and limits available from the insurer.

### I. Indemnification

1. User must indemnify, hold harmless, and defend, County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, costs, expenses, or liability arising out of or use of the Training Center, except for liability arising out of the gross negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.
2. In the event County is named as co-defendant, User shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event User shall pay County's litigation costs, expenses, and attorneys' fees. In the event judgment is entered against County and User because of the concurrent active negligence of County and User, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

### J. Training Center Use and Guidelines

1. All rooms are for specific dates and times only. The user is responsible for ensuring they have adequate set-up time and that they have vacated at the end of their scheduled time.

2. BHTS will provide a list of standard furniture and seating configurations for each room reserved in the Training Center. Furniture and equipment shall not be moved within or between the rooms in the Training Center. Only BHTS staff are permitted to move/handle the furniture, the equipment (including connecting devices), and the room dividers.
3. Outside furniture and equipment are prohibited unless prior written approval is granted by BHTS.
4. Only pre-glued "Post-It" type chart paper may be applied to the Training Center wall surfaces. Easel boards and white boards with dry erase markers are available for use in each room.
5. Items that are difficult to remove or clean such as glitter, confetti, etc... are prohibited.
6. Use of table covers is required for any events involving crafts or food.
7. Posting signs on the Training Center front doors is prohibited. Users may request to advertise their event electronically or in a 8x10 table stand on the front counter.
8. Lawn signs posted on the grounds around the building is prohibited by the property management.
9. Parking is available on-site at no cost. All visitors will park in appropriate stalls and adhere to all property signs and regulations.

**K. Modifications to the County's Facility Use Guidelines (For Non-County Users Only)**

The Training Center is managed by BHTS, which has authority to make modifications and/or exceptions to the County's Facility Use Guidelines (For Non-County Users Only) at any time.

## Usage Agreement *(Please initial by each item)*

- \_\_\_\_\_ User must comply with all requirements set forth in County’s Facility Use Policy and Procedure (For Non-County Users Only).
  
- \_\_\_\_\_ All rooms have been reserved for specific dates and times only. The user is responsible for ensuring they have adequate set-up time and that they have vacated at the end of their scheduled time.
  
- \_\_\_\_\_ BHTS will provide a list of standard furniture and seating configurations for each room reserved in the Training Center. Furniture and equipment shall not be moved within or between the rooms in the Training Center. Only BHTS is allowed to move/handle the furniture, the equipment (including connecting devices), and the room dividers.
  
- \_\_\_\_\_ Outside furniture and equipment are prohibited unless prior written approval is granted by BHTS.
  
- \_\_\_\_\_ Only pre-glued “Post-It” type chart paper may be applied to the Training Center wall surfaces. Easel boards and white boards with dry erase markers are available for use in each room.
  
- \_\_\_\_\_ Items that are difficult to remove or clean such as glitter, confetti, etc... are prohibited.
  
- \_\_\_\_\_ Use of table covers is required for any events involving crafts or food
  
- \_\_\_\_\_ Use of aerosol sprays of any kind is prohibited unless pre-approval by BHTS staff is granted.
  
- \_\_\_\_\_ All persons using the Training Center must clean up after themselves, including removing items from the refrigerator, rooms, and throwing away trash appropriately.
  
- \_\_\_\_\_ Training materials and use of A/V equipment must be discussed ahead of time with BHTS. All presenters or guests must inform BHTS staff of A/V equipment and support needed.
  
- \_\_\_\_\_ All persons must obey all posted signs by HCA or property management company.

\_\_\_\_\_ Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Agency/Organization Name

\_\_\_\_\_ Email Address