

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

**2017-2020 CNGFH AGREEMENT**

**AMENDMENT NUMBER TWO**

**34958**

**Contractor:** City of Long Beach

**Original Contract Number:** 2017CNGFH171

**This Contract Number:** 2017CNGFH171 – Amendment Two

**Procurement Title:** Homeless Initiative

**Project Name:** Long Beach Continuum of Care

**Funding Sources:** County of Los Angeles Measure H Special Funds

**FY 2017 - 2018 Amount:** \$723,895

**FY 2018 - 2019 Amount:** \$3,257,517

**FY 2019 - 2020 Amount:** \$4,987,802

**Total Contract Amount as Amended:** \$8,969,214

**This Amendment Two Term:** July 1, 2019 to June 30, 2020

**Total Contract Term as Amended:** July 1, 2017 to June 30, 2020

**CFDA: NONE**  
**DUNS: 07-5295832**

34958

**AMENDMENT NUMBER TWO  
TO AGREEMENT NUMBER 2017CNGFH171  
BETWEEN  
LOS ANGELES HOMELESS SERVICES AUTHORITY  
AND  
CITY OF LONG BEACH  
RELATING TO  
2017-2020 CNGFH AGREEMENT**

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**THIS AMENDMENT NUMBER TWO** (“Amendment Number Two”) to Agreement Number **2017CNGFH171** (previously contracted under 2016 CoC Agreement Numbers ) (“Agreement”) is entered into by and between the Los Angeles Homeless Service Authority (“LAHSA”), a joint powers authority of the City and County of Los Angeles, and **City of Long Beach** (“Contractor”), a 501(c)(3) organization incorporated under the laws of the State of California. Collectively the Parties.

**RECITALS**

**WHEREAS**, LAHSA is authorized by the City of Los Angeles (“City”) and the County of Los Angeles (“County”) under the Joint Powers Agreement to enter into contracts to allocate City and County funding for homeless programs and projects for individuals and families;

**WHEREAS**, LAHSA cooperates with private organizations and other agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility;

**WHEREAS**, on June 13, 2017, the Los Angeles County Board of Supervisors approved Measure H recommendations allocating funding to LAHSA to be used to implement the Homeless Strategies that LAHSA is tasked with leading;

**WHEREAS**, authorizing the execution of the sub-recipient agreement described in the attachment would enable LAHSA to support the Cities of Glendale, Pasadena and Long Beach in implementing Homeless Strategies, A5: Homeless Prevention Program; B3: Partnering with Cities to Expand Rapid Rehousing; E6: Countywide Street Outreach; and E7: Strengthen the Coordinated Entry System;

**WHEREAS**, direct administration by the smaller CoCs of their proportionate share of Measure H funding for certain strategies (or parts of strategies) would maximize positive outcomes and system effectiveness;

**WHEREAS**, Long Beach Continuum of Care (CoC) will implement Homeless Initiative strategies adopted by the County Board of Supervisors to combat homelessness in Los Angeles County;

**WHEREAS**, on January 26, 2018, LAHSA’s Commission authorized LAHSA’s Executive Director to enter into this Agreement, funded by County of Los Angeles (“County”) Chief Executive Office (“CEO”) Measure H funds in the amount of eight hundred thirty-nine thousand three hundred sixty-nine dollars and no cents (\$839,369.00) for FY 2017-2018;

**WHEREAS**, LAHSA, in the 2017-2018 Program Year, implemented procedures for multi-year contracts in which Contract Terms are consistent with Program Procurement Cycles;

**WHEREAS**, on June 14, 2018, LAHSA and Contractor entered into Agreement 2017CNGFH171 for a multi- year term of July 1, 2017 to June 30, 2020;

**WHEREAS**, on June 14, 2019, LAHSA and Contractor executed Amendment One;

**WHEREAS**, LAHSA and Contractor now desire to amend the Agreement for the purposes of: (a) adding funding in the amount of four million nine hundred eighty-seven thousand eight hundred two dollars and no cents (\$4,987,802.00) for the Program Year of 2019-2020 for a total contract amount of eight million nine hundred sixty-nine thousand two hundred fourteen dollars and no cents (\$8,969,214.00); and (b) making such other changes as are required in connection with all of the foregoing, as detailed elsewhere in this Amendment Number Two;

**WHEREAS**, Section 70., CHANGES AND AMENDMENTS OF TERMS, provides for such amendments;

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

### **AMENDMENT**

Effective on the date of LAHSA's Executive Director's signature, the Agreement is amended.

1. **Exhibit List** is hereby amended as follows:

i. Add the following Exhibits:

a. **Exhibit W-1**, 2019-2020 LAHSA Program Standards

b. **Exhibit GG-1**, 2019-2020 LAHSA Facility Standards

2. Section 7. **COMPENSATION**, Sub-section A., is hereby deleted in its entirety and replaced with the following:

"A. LAHSA shall pay Contractor a Total Amount not to exceed **eight million nine hundred sixty-nine thousand two hundred fourteen dollars and no cents (\$8,969,214.00)** for the complete and satisfactory performance of the terms of this Agreement, as solely determined by LAHSA. Such funds shall be allocated from County Measure H Special Funds from the County and shall be expended in accordance with a LAHSA approved Program Budget, **Exhibit B**. Contractor's authority to expend such funds shall be for specific time periods as set forth in this Agreement. Contractor's right to receive compensation is conditioned upon compliance with LAHSA's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement, as solely determined by LAHSA.

1. Unspent funds from FY 17-18 may be rolled over to the FY 18-19 subject to the following conditions:

i. The roll-over funding for each strategy can only be utilized for the strategy for which it was allocated.

ii. The roll-over funding will only be available until the end of FY 2018-19.

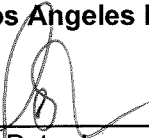
iii. Roll-over of any FY 2017-18 or FY 2018-19 funding unspent as of the end of FY 2018-19 will not be authorized.



This Amendment Number Two may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Amendment Number Two and it includes 5 pages, which, together with the Agreement, and all Exhibits and Attachments constitute the entire understanding and agreement of the parties.

**IN WITNESS WHEREOF**, the Los Angeles Homeless Services Authority and Contractor have caused this Amendment Number One to be executed by their duly authorized representatives.


**For: Los Angeles Homeless Services Authority**

By:   
Name: Peter Lynn  
Title: Executive Director

Executed on this date: 12/19/19

**For: City of Long Beach**

Internal Revenue Service ID Number:  
**95-6000733**

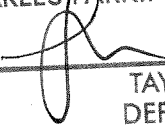
By:   
Name: Thomas B. Modica  
Title: Acting City Manager

Executed on this date: 11/4/19

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

Affix Contractor's  
Corporate Seal. In the  
absence of a corporate  
seal a notary  
attestation of your  
signature must be  
provided

APPROVED AS TO FORM  
October 31, 20 19  
CHARLES PARKIN, City Attorney

By:   
TAYLOR M. ANDERSON  
DEPUTY CITY ATTORNEY

This Agreement shall be referenced as **Amendment Two to 2017CNGFH171**

**Exhibit B-2**  
**Program Budget for Fiscal Year 2019-2020**  
**(On Next Page)**

**Contractor: City of Long Beach**

**Agreement: 2017CNGFH171 – Amendment Two**

**Agency Name:** City of Long Beach  
**Program Name:** Long Beach Continuum of Care  
**Contract #:** 2017CNGFH171  
**Funding Source:** Measure H \$ 4,987,802  
**Total Award:** \$ 4,987,802

**Funding Allocation - By Funding Source/Contract**

Program Component	Measure H A5	Measure H B3	Measure H E6	Measure H E7	Measure H E8	Total
Crisis Housing	\$ -	\$ -	\$ -	\$ -	\$ 667,982	\$ 667,982
Housing Navigation	\$ -	\$ -	\$ -	\$ 609,471	\$ -	\$ 609,471
Rapid Rehousing	\$ -	\$ 2,229,230	\$ -	\$ -	\$ -	\$ 2,229,230
Coordinated Outreach	\$ -	\$ -	\$ 899,078	\$ -	\$ -	\$ 899,078
Prevention Diversion	\$ 582,041	\$ -	\$ -	\$ -	\$ -	\$ 582,041
<b>Total</b>	<b>\$ 582,041</b>	<b>\$ 2,229,230</b>	<b>\$ 899,078</b>	<b>\$ 609,471</b>	<b>\$ 667,982</b>	<b>\$ 4,987,802</b>

**Funding Term - Dates**

Program Component	Measure H A5	Measure H B3	Measure H E6	Measure H E7	Measure H E8
Crisis Housing					07/01/19-06/30/20
Housing Navigation				07/01/19-06/30/20	
Rapid Rehousing	07/01/19-06/30/20				
Coordinated Outreach			07/01/19-06/30/20		
Prevention Diversion	07/01/19-06/30/20				

**Appendix 1**  
**Advance Payments**

In order to facilitate Contractor's cash flow exigencies, as determined by LAHSA, Contractor may request an initial advance of each Fiscal Year's Annual Maximum Contract Amount up to the amount specified as the applicable Eligible Advance Multiplier for the Funded Program, as listed in the Table below. The submitted request may be approved by LAHSA in writing, at LAHSA's sole discretion. Said advance shall be based solely upon Contractor's actual expenditures authorized under this Agreement and in accordance with the Program Budget. Advance payments to Contractor are subject to the following conditions:

1. LAHSA may permit an advance payment based on documented cash flow needs of Contractor and in accordance with LAHSA management policies. Such funds shall be deposited in a bank insured by the Federal Deposit Insurance Corporation.
2. Contractor's request for advance funds shall be made by submitting a written invoice as required herein and all documentation and information as required by LAHSA. Said request shall be submitted to LAHSA no later than the fifteenth (15th) calendar day of the preceding month in which the services will be provided.
3. LAHSA shall recoup the advance provided to Contractor in accordance with the Advance Recoupment (Repayment) Schedule listed in the Table below, by disbursing the advance funds requested less the cash on hand maintained by Contractor at the time of invoice submittal.
4. If LAHSA determines that funds advanced to Contractor are in excess of the amount actually required by Contractor, Contractor shall immediately return said funds to LAHSA.
5. Contractor's failure to perform in accordance with the terms of this Agreement shall result in Contractor returning all unearned advances to LAHSA.
6. If any interest is earned on advances under this Agreement, it is to be regarded as Program income, must be identified on the monthly invoice, and must be returned to LAHSA quarterly by separate check made payable to LAHSA.
7. If this Contract terminates sooner for any reason provided for in this Contract, LAHSA may recoup any advances from Contractor's invoices that were received up to 90 days prior to the termination date. If any additional recouping is necessary after the final invoice is received, Contractor shall pay the balance to LAHSA within ten (10) business days of LAHSA's request.



**Appendix 1. Advance Provisions & Administrative Rate (%)**

Funding Source	Funding Agency	Funding Type	Eligible Advance % of contract allocation	Advance Recapture Schedule	Administrative Rate (%)
Federal	Housing and Urban Development (HUD)	Continuum of Care Program (CoC)	N/A	N/A	Up to 7% - 10% of Modified Total Direct Costs upon approval
State	The Business, Consumer Services and Housing Agency (BCSH) California Department of Housing and Community Development (HCD)	CoC Homeless Emergency Aid Program (HEAP) California Emergency Solutions and Housing (CESH)	17% 17%	Annually beginning last month of 2 <sup>nd</sup> Quarter (7-month period) Annually beginning last month of 2 <sup>nd</sup> Quarter (7-month period)	Up to 12% of Contract Allocation Up to 10% of Modified Total Direct Costs (De minimis rate)
County	County of Los Angeles - CEO  Los Angeles County Development Authority (LACDA)	Measure H- Homeless Initiative (HI) Strategies General Funds (GF) (i.e. YRP, HSF, CES, Winter Shelter) Emergency Solutions Grant (ESG) Federal Emergency Solutions Grant (ESG) State Community Development Block Grant (CDBG)	25% 17% N/A N/A N/A	Special provisions to be determined based on contract terms. Annually beginning last month of 2 <sup>nd</sup> Quarter (7-month period) N/A N/A N/A	Up to 12% of Contract Allocation Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate)
	Department of Public Social Services (DPSS)	Housing Support Program (HSP) Non-WW Fraud Incentive (FI) Prevention CalWORKs Single Allocation (SA) WW General Relief (GR)	17% 17% 17% N/A	Annually beginning last month of 2 <sup>nd</sup> Quarter (7-month period) Annually beginning last month of 2 <sup>nd</sup> Quarter (7-month period) Annually beginning last month of 2 <sup>nd</sup> Quarter (7-month period) N/A	Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate)
	Department of Children and Family Services (DCFS)	Independent Living Program (ILP)	N/A	N/A	Up to 10% of Modified Total Direct Costs (De minimis rate)
	Department of Workforce Development, Aging and Community Services (WDACS)	Adult Protective Services- Home Safe Program	N/A	N/A	Up to 12% of Modified Total Direct Costs
City	Los Angeles Housing + Community Investment Department (HCID)	General Funds (GF) Emergency Solutions Grant (ESG) Community Development Block Grant (CDBG) City Homeless Emergency Aid Program (HEAP)	17% N/A N/A 17%	Annually beginning last month of 2 <sup>nd</sup> Quarter (7-month period) N/A N/A Annually beginning last month of 2 <sup>nd</sup> Quarter (7-month period)	Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate) Up to 10% of Modified Total Direct Costs (De minimis rate)

**Exhibit W-1**  
**2019-2020 LAHSA Program Standards**  
(On Next Page)

**Contractor: City of Long Beach**

**Agreement: 2017CNGFH171 – Amendment Two**



## 2019-2020 LAHSA Program Standards

These Program Standards (PS) apply to all LAHSA funded contracts for all populations. The System Components Scope of Required Services (SRS) documents will contain contractual requirements specific to the component(s) for which the agency is contracted to provide. The PS and SRS, and the documents that are linked hereto, in combination with the Program Profile and Performance Targets, together comprise the entire Statement of Work for the system component(s) being contracted.

### PROGRAM STANDARDS

These program standards are contractual requirements which all programs providing supportive services must adhere to. This document is not a standalone document and is meant to work in conjunction with the System Component SRS's, which may add to, clarify, or supersede any contractual requirements set forth in this document.

### SYSTEM COMPONENT OVERVIEW

All contracts that include supportive services are considered to be components of the Coordinated Entry System (CES), referred to in this document as System Components. The following is a list (although not exhaustive) of System Components: homeless prevention, access centers, outreach, housing navigation, crisis housing, bridge housing, housing location, transitional housing, rapid re-housing, and permanent supportive housing.

### DEFINITIONS

1. **Housing First:** Housing First programs focus on quickly moving people experiencing homelessness into permanent housing and then providing the additional supports and services each person needs and wants to stabilize in that housing. Services are never mandatory and cannot be a condition of obtaining the housing intervention. The basic underlying principle is that persons are better able to move forward with their lives once the crisis of homelessness is over and they have control of their housing. Supportive services focus on the income, resources, skills and tools needed to: pay rent, comply with a lease, take reasonable care of a housing unit, and avoid serious conflict with other tenants, the landlord, and/or the police.
2. **Low Barrier:** Housing First programs do not require persons to prove "housing readiness." There are no preconditions. Persons experiencing homelessness do not have to: demonstrate sobriety, engage in treatment, have employment, or have income to obtain program entry or for continued assistance. Rules should not be imposed on participants for them to access services. Stable housing is of critical importance for participants' health, education, employment, and other related quality of life determinants. The basic underlying principle of LAHSA's System Components is that access to housing is the primary need for its program participants, and as such, there should be minimal barriers to assist persons to end their homelessness. Enrollment requirements for all System Components reflect a low-barrier philosophy. Criteria for continued assistance does not include requirements for service participation.
3. **Harm Reduction:** As part of the low-barrier design of LAHSA's System Components, all contracted programs must emphasize a Harm Reduction approach. In accordance with Harm Reduction principles, contracted programs must not require treatment or sobriety. Contractor must seek to work with program participants to reduce the negative consequences of the person's continued use of alcohol and/or drugs, or non-compliance with medications. Programs utilizing a Harm Reduction approach do not terminate assistance based solely on a person's inability to achieve sobriety or because of medication non-compliance. Efforts should include all possible approaches to assist the person to reduce or minimize their risky behaviors, while at the same time assisting them to move into, and stabilize in, permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.

4. **Trauma Informed Care:** All programs must incorporate Trauma Informed Care policies and procedures into their program design and delivery of services. Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participant and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service delivery and place priority on the trauma survivor's safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person's development.

#### **UTILIZATION OF THE COORDINATED ENTRY SYSTEM**

5. The Los Angeles CES facilitates the coordination and management of a crisis response system's resources that allows users to make data-informed decisions from available information to efficiently and effectively connect people to interventions that will rapidly end their homelessness. CES ensures that the highest need, most vulnerable households in the community are prioritized for services and that the housing and supportive services in the system are used as efficiently and effectively as possible. LAHSA funded System Components are connected and coordinated through the CES in the response to end homelessness.
  - 5.1. Contractor must comply with all applicable procedures in the approved Los Angeles County CES Operations Manual, based on their identified role as a Referral Partner or CES Participating Agency.
  - 5.2. Contractors must participate in the CES and SPA-level coordination and collaboration with the CES lead agencies and CES providers in the SPA in which Contractor is funded to provide services.
  - 5.3. Contractors must integrate their program with the Coordinated Entry System (CES) in their respective SPA by working with the SPA's CES lead agencies and other CES providers to coordinate referrals and services for participants identified through the CES.
  - 5.4. Contractors must accept referrals and/or matches from CES Regional Coordinators and/or CES Matchers, in accordance with any guidance or policies set forth by LAHSA.
    - 5.4.1. Priority may be subject to change through issuance of LAHSA guidance.

#### **COMMUNITY BASED COLLABORATIVE REQUIREMENTS**

6. Contractors must utilize and maintain referral networks with the following list of services in addition to those networks created through the CES (this list is not exhaustive):
  - 6.1. CES Lead Agencies
  - 6.2. CES street and community outreach activities
  - 6.3. CES Case Conferencing Meetings
  - 6.4. LA County Department of Health Services Housing for Health, Housing and Jobs Collaborative, and Countywide Benefits Entitlement Services Team Program
  - 6.5. LA County Department of Mental Health Housing Programs
  - 6.6. LA County Department of Public Social Services
  - 6.7. LA County Department of Children and Family Services
  - 6.8. LA County Department of Probation
  - 6.9. Domestic Violence Providers
  - 6.10. Housing Opportunity for Persons with Aids (HOPWA) Services

- 6.11. Greater Los Angeles and Long Beach Veterans Affairs (VA)
  - 6.12. Mental and Physical Health Services
  - 6.13. Substance Use Abuse Services
  - 6.14. Education Services
  - 6.15. Life Skills
  - 6.16. Legal Services
  - 6.17. Vocational counseling/training
  - 6.18. First Responders
- 7. Contractors must ensure that the Program Director or Senior Program Manager in charge of operations attends and participates in regular mandatory system and service coordination meetings, Learning Communities, and Active Contract Management meetings.
  - 8. Contractors must ensure collaboration and leveraging of resources with Community Partners to provide any additional services that their participants may require.
    - 8.1. Contractors must have formal, written agreements (i.e. Memorandum of Understanding or Memorandum of Agreement) in place with community partners to ensure the provision of these services. Documentation of agreements must be made available to LAHSA upon request.
    - 8.2. Contractors must be able to demonstrate direct and coordinated links to community partners.
  - 9. Contractors must work collaboratively with Veterans Service providers, such as Supportive Services for Veteran Families (SSVF), Housing and Urban Development- Veterans Administration Supportive Housing (HUD-VASH), and Grants and Per Diem (GPD) to assist with the community's goal of ending Veteran homelessness.

**CONTRACTOR OBLIGATIONS**

- 10. Participants who identify as actively fleeing a domestic violence situation must be offered an immediate connection to a domestic violence shelter at a confidential location, when requested by the participant, to ensure the safety and well-being of the participant.
- 11. Connection to domestic violence shelter must be completed via linkages. Linkage should never be done merely in the form of a "referral," but rather should be done as a "warm hand off." Contractor must continue to work with and provide support and services to participant until participant is successfully transitioned to the domestic violence shelter.
- 12. Contractors must follow any additional guidance LAHSA provides in regard to serving this population.
  - 12.1. Contractors are required to work collaboratively with domestic violence shelters to ensure that CES services are made available to eligible participants receiving domestic violence services.
  - 12.2. Contractors are required to abide by participant confidentiality requirements as set forth by LAHSA and the Violence Against Women Act (VAWA) Confidentiality Provision (34 U.S.C. 12291(b)(2)).
- 13. Contractors must develop clear and consistent program policies and procedures.
- 14. Contractors program policies and procedures will be subject to review, approval, amendment/revision by the LAHSA Performance Management unit.

## HEALTH, SAFETY, AND INCIDENT REPORTS

15. Contractor shall have written policies and procedures to guide staff actions and program services regarding injury and disease prevention within their programs.
16. Contractor must utilize a centralized and organized system of documenting Incident Reports and an Incident Report log to track, monitor, and resolve crises, conflicts, accidents, injuries, illnesses, trauma, etc. that occur within any and all of contractor's facilities and/or programs.
17. Incident Reports must be made available to LAHSA upon request.
18. LAHSA must be notified immediately of incidents that result in injury, any acts of violence, signs of contagious disease, signs of abuse, death of participants and/or staff, damage/theft to facility and/or property by participants and/or staff or emergency personnel/first responders (police, sheriff, fire department, etc.) being discharged to any and all the Contractor's facilities receiving LAHSA funded homeless services and the resolution to the incident.
19. Incidents related to the suspicion of abuse, neglect, trauma, and/or death of children must be immediately reported to the Child Abuse Hotline at: (800) 540-4000.
20. Upon completion of report to the Child Abuse Hotline, contractor must then notify LAHSA within 12 hours of the incident.
21. Incidents related to the suspicion of abuse and/or neglect of senior/elder participant must be immediately reported to the Elder Abuse Hotline at: (877) 477-3646.
22. Upon completion of report to the Elder Abuse Hotline, contractor must then notify LAHSA within 12 hours of the incident.
23. Contractor is to provide the name and title of the individual designated by Contractor to handle all Incidents. Contractor must clearly indicate how this individual can be contacted. (Incident Report Coordinator)
24. All required Incident Reports must be submitted to LAHSA via ENCRYPTED email at: [incidentreporting@lahsa.org](mailto:incidentreporting@lahsa.org) within 12 hours of the incident occurrence.
25. Contractor must maintain a written set of Incident Reporting Policies and Procedures that comply with LAHSA requirements. Policies and Procedures must include a training component for staff and subcontractors that comply with LAHSA requirements. Training agendas and sign-in sheets must be made available upon request for review.
26. Contractor must submit a copy of incident reporting policies and procedures as required by this agreement for review and approval to ensure compliance with the Scope of Required Services (SRS).
27. Contractor must have a procedure of how incident reports will be documented, and the maintenance of any police reports or other documents associated with the incident. Copies of the incident reporting forms, and policies and procedures must always be made readily available to program staff.

## TUBERCULOSIS GUIDELINES

28. Contractor's policies and procedures regarding disease prevention must include standardized Tuberculosis (TB) guidelines, in compliance with LAHSA and Los Angeles County Department of Public Health Guidance. Contractor's policies and procedures must address TB screening of staff and volunteers, TB screening of

participants as part of program intake, and a Cough Alert Protocol for ongoing monitoring of TB symptoms of staff and/or participants.

- 28.1 Staff must be trained in early detection of potential symptoms of TB.
- 28.2 Contractor must appoint a TB Liaison who will serve as Contractor's main point of contact for any related issues in connection with TB Prevention Guidelines.
- 28.3 Contractor also agrees to notify LAHSA Contract Specialist and Performance Management Unit, in writing, within five (5) days in the event the TB Liaison changes for any reason.
- 28.4 All Contractor staff and volunteers must be screened for symptoms of TB;
  - 28.4.1 Contractor shall provide, maintain proof, and keep confidential, the TB screening of all staff, including those of its subcontractors and make these records available to LAHSA at any time.
  - 28.4.2 All Participants seeking entry to any congregate living program (Crisis Housing, Bridge Housing, Transitional Housing, etc.) must be screened for symptoms of TB at time of intake.
- 28.5 Asymptomatic participants, with evidence of TB clearance within the past year, must be permitted to continue intake for the Crisis, Bridge, or Transitional Housing bed.
- 28.6 Asymptomatic participants, who have no record of TB clearance within the past year, must continue their intake for entry into the Crisis, Bridge, or Transitional Housing bed. Upon intake and admission to the program, Contractor must refer participant for additional screening. Non-symptomatic Participants must show evidence of TB clearance by a healthcare provider within seven (7) days of initial admission to the program.
- 28.7 Contractor must immediately refer Participants who show symptoms of TB to an appropriate LA County Department of Public Health or LA County Department of Health Services TB Clinic.
- 28.8 Many LA County TB Clinics are open 24 hours a day/7 days a week. LA County TB screening clinic locations and hours of operation can be found here: <http://publichealth.lacounty.gov/tb/>
- 28.9 Symptomatic participants who are referred for additional screening may only be allowed entry into the program upon receipt of TB Clearance from healthcare provider.
- 28.10 Contractor shall comply with LAHSA's reporting requirements regarding TB screening of Program Participants, including the entering of such information into the Los Angeles CoC's HMIS in compliance with the parameters set forth in this Agreement.

#### **PARTICIPANT GRIEVANCE AND TERMINATION POLICIES AND PROCEDURES**

29. Contractor must maintain a written set of grievance and termination policies and procedures that comply with LAHSA requirements.
30. Policies and procedures must include a training component for staff and subcontractors. Training agendas and sign in sheets must be made available upon request for review.
31. Contractor must submit a copy of the aforementioned policies and procedures as required by this agreement for review and approval to ensure compliance with the Scope of Required Services (SRS).

32. Grievance and termination policies and procedures must be reviewed with participant during intake, as well as given a copy of the policy and procedures. Copies of these policies and procedures must be made freely available for all program participants upon request.
33. Intake paperwork must contain a participant's signature acknowledging that they have been made aware of the contractors Grievance and Termination Policies and procedures or documentation that the client was unable/unwilling to sign the acknowledgement.
34. LAHSA contractors can create their own forms or utilize the LAHSA Grievance and Termination Policy and Procedures template.
35. Grievance and Termination Policies and Procedures must be prominently displayed in the common area(s) of contractor's facility. Public displays must incorporate the Department of Public Health County-Wide Grievance contact information as a mechanism for participants to contact various homeless service contractor funders. Phone number: (888) 700-9995 - Email: [DPH-IHP@ph.lacounty.gov](mailto:DPH-IHP@ph.lacounty.gov).
36. Documentation of all grievance and termination filings must be entered in HMIS as soon as possible however, not to exceed three (3) business days.
37. LAHSA contractors must designate both a primary and alternate person as a point of contact for grievance and termination situations. This must also include a procedure to support circumstances where if contractor's designated or alternative individual are not available or if not in the office, how a participant can still be supported.

## **GREVIENCE POLICIES AND PROCEDURES**

### ***Contractors' policies and procedures must include, but are not limited to the following:***

38. Contractors' must contact participants within three (3) business days of receiving and confirming receipt of the grievance.
39. To the extent possible and when appropriate, grievance procedures must include a face-to-face meeting with the participant. The grievance investigation must include the gathering of facts, statement(s) from the grievant and/or other participants and staff (if applicable). At the conclusion of the contractors finding, an issuance of a written decision that includes factors and vetted facts that led to the final determination of the grievance, must be given to the client and copy placed in their file.
40. The confidentiality of the participant and their grievance must be ensured. This includes client interaction, settings and documentation.
41. A centralized and organized system of documenting grievances including a copy or description of the grievance, date the contractor met with the participant, the staff that addressed the grievance, the date the contractor met with the participant, the staff that addressed the grievance and the date the participant received the written determination.
42. Documentation must be made available to LAHSA, along with the participant chart/case file, upon LAHSA's request. Contractor's failure to provide such documentation within five (5) business days of the request may result in a material breach of this agreement.
43. Contractor must include within their grievance policy and procedures, information on how a participant can appeal a decision pertaining to their grievance.



44. Contractor must have procedures for a first and second level grievance appeal and must give the participant the opportunity to present written and/or oral objections before a staff member other than the staff-person (or a subordinate of the person) who made or approved the initial grievance.
45. Contractor, for both first and second level appeals, must provide a letter of determination to the participant that consist of facts that led to the decision not to exceed 10 business days of receipt of the appeal. The final decision should contain a clear statement of the outcomes that led to the decision of the appeal.

## **DISPUTE RESOLUTION SERVICES**

46. Contractor must inform the participant of the following “cost free” resolution service. This resource can be used as the referral to a mediation or dispute resolution service.
47. Contractor can assist participant with a referral to the dispute resolution service upon request.
48. Contractors must explain to the participants filing their grievance, their right to review the written decision with the assistance of mediation or dispute resolution center.
49. Contractor must acknowledge and attend any dispute resolution service summons received from the City Attorney’s office if received.

### **Dispute Resolution Services:**

#### **City Hall**

Office of the Los Angeles City Attorney Dispute Resolution Program

200 N Spring Street, 14<sup>th</sup> Floor

Los Angeles, CA 90012

Office: (213) 978-1880

Fax: (213) 978-1312

Email: [mediate@lacity.org](mailto:mediate@lacity.org)

## **LAHSA GRIEVANCE DUE PROCESS APPEAL**

LAHSA in collaboration with the Department of Health Services, Department of Mental Health and the Department of Public health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process.

50. Contractor must explain to all participants that files grievances their right to a due process appeal through LAHSA. Contractors must also provide information on how to access the Department of Public Health’s County-wide grievance line, which will route grievances to the appropriate homeless service funder.
51. If the participant believes that the agency has not followed their established Grievance Policy and Procedure in responding to their complaint, the participant may choose to contact the Department of Public Health’s County-wide grievance line using the information below:

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

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

52. LAHSA’s appeal process will determine whether contractor has provided due process by following the policies and procedures within its own grievance policy, and also determine the compliance with LAHSA’s grievance and termination contract requirements.

53. If the participant chooses to file a due process appeal with LAHSA, LAHSA will provide a Notice and Response Form to the contractor to start the evaluation process.
54. LAHSA will provide a determination based on contractual requirements and compliance. Contractor will receive a Corrective Action Notice if it is found that contractors' policies and procedures are not in compliance. The notice will state required edits.

## **TERMINATION POLICIES AND PROCEDURES**

55. Contractor may terminate a participant pursuant to its termination policies and procedures. Contractor termination policies and procedures must not conflict with any parameters set forth in the Program Standards or Scope of Required Services.
56. Reasons for terminations:
  - Possession of weapons
  - Sexual misconduct/assault
  - Behaviors that are a danger to others
  - Verbally/physically threatening behaviors
  - Physical violence to staff and/or other participants
  - Direct observation of participant engaging in illegal activity on contractors' site
57. Contractors are not required to initiate terminations for behavioral concerns if behavior mitigation plans can be identified and endorsed by both participant and contractor. All mitigation plans must be documented and tracked.
58. Terminations for other reasons not stated above must be approved by LAHSA's Quality Standards Unit within the Performance Management Division by either contacting LAHSA's grievance email: [grievances@lahsa.org](mailto:grievances@lahsa.org), or by contacting the Grievance Hotline: 213-225-8442.
59. Contractor must have a procedure of how a program participant will be provided a written termination notice, when termination from a program occurs. The termination notice is a requirement and must contain a clear statement of the reason(s) for the termination based on investigated facts.
60. Termination of a program participant does not bar the Contractor from providing further assistance at a later date, to the same individual or family previously terminated from the program.
61. Contractors must have a policy for reinstating previously terminated participants and must be presented with a written reinstatement notice upon participant reinstatement.
62. Upon termination of a participant, contractors must refer the participant to another shelter service, and cannot terminate a participant without an exit plan. Unanticipated events may cause limitations to this requirement such as situations that necessitate first responders, police or fire department in which it would not be possible to provide a termination letter at that time or coordinate a post exit plan. Contractor must still create a termination letter that satisfies LAHSA requirements for documentation purposes, place documentation in HMIS and make available to participants upon their request.

## LAHSA TERMINATION DUE PROCESS APPEAL

LAHSA in collaboration with the Department of Health Services, Department of Mental Health and the Department of Public Health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process.

63. Contractor must explain to all participants that files grievances their right to a due process appeal through LAHSA. Contractors must also provide information on how to access the Department of Public Health's County-wide grievance line, which will route grievances to the appropriate homeless service funder.
64. If the participant believes that the agency has not followed their established Grievance Policy and Procedure in responding to their complaint, the participant may choose to contact the Department of Public Health's County-wide grievance line using the information below:

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

65. LAHSA's appeal process will determine whether contractor has provided due process by following the policies and procedures within its own grievance policy and determine the compliance with LAHSA's grievance and termination contract requirements.
66. If the participant chooses to file a due process appeal with LAHSA, LAHSA will provide a Notice and Response Form to the contractor to start the evaluation process.
67. LAHSA will provide a determination based on contractual requirements and compliance. Contractor will receive a Corrective Action Notice if it is found that contractors' policies and procedures are not in compliance. The notice will state required edits.

## FAIR HOUSING REQUIREMENTS

68. **Quid Pro Quo** Contractors must ensure program and its Policies and Procedures are aligned with HUD's Final Rules: Quid Pro Quo and Hostile Environment Harassment and Liability for Discriminatory Housing Practices under the Fair Housing Act - <https://www.federalregister.gov/documents/2016/09/14/2016-21868/quid-pro-quo-and-hostileenvironment-harassment-and-liability-for-discriminatory-housing-practices>
69. **VAWA** Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs- <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-womenreauthorization-act-of-2013-implementation-in-hud-housing-programs>
70. **Equal Access and Gender Identity** Contractors must ensure their program and its Policies and Procedures are aligned with the Los Angeles Continuum of Care policy on equal access and gender identity, in relation to the following six service areas: Access to sex-segregated services and facilities; Access to family programs and facilities; Access to bathrooms; Ensuring safety and privacy; Use of names and personal gender pronouns; HMIS data collection and intake forms. Please visit the following link for additional guidance beyond the policies. <https://www.lahsa.org/documents?id=1770-equal-access-and-gender-identity-policy.pdf>
  - 70.1 Contractor must ensure all persons who are eligible to receive services are served within a facility that serves the gender with which that person identifies. This right is absolute, regardless of sex assigned at birth, and regardless of whether or not they have undergone medical treatment to align their physical bodies with their gender identity. Persons who do not identify as male or female have the right to be served wherever they feel safest. Facilities that are legally permitted to segregate participants by sex (e.g. emergency shelters, projects funded by the Violence Against Women Act) must serve all participants

who identify with that gender. Service providers may not ask for proof of gender, nor may they require that a person's gender match the sex listed on legal documentation (e.g. driver's license, ID, or birth certificate). In addition, providers may not deny services to participants because their appearance or behavior does not conform to assumed gender stereotypes.

- 70.2 Contractors must ensure all families who are eligible to receive services have the right to receive services regardless of the gender identities within the family. In legally permitted gender segregated facilities, providers are required to serve all family members in accordance with their gender identity.
  - 70.3 Contractors must ensure all persons receiving services have access to bathrooms consistent with their gender identity, regardless of appearance, biological or physical characteristics, or legally documented sex. Service providers may not ask for documented proof of gender as a requisite for bathroom access, nor may they institute different bathroom rules for cisgender and transgender participants.
  - 70.4 Contractors must ensure all persons receiving services have the right to safety and privacy. When privacy or safety concerns are raised by participants, service providers must take nondiscriminatory steps to address them and make reasonable accommodation when appropriate. It is not the responsibility of a transgender or gender nonconforming participant to accommodate facilities, programs, and/or the concerns of other residents or participants with respect to the participant's gender identity and/or gender expression. Moreover, another participant's discomfort is not a reason to deny equal access or equal treatment to a transgender or gender nonconforming participant.
  - 70.5 Contractors must ensure all persons receiving services through LAHSA-contracted programs have the right to be known, referred to, and addressed by their name and/or gender pronouns with which they identify, regardless of their name and gender marker on their identity documents. An individual need not provide proof of a legal name change to create or change their records to reflect their name.
  - 70.6 Contractors must ensure all persons receiving services may be documented in HMIS, on intake forms, and all other data collection tools and repositories according to the gender with which they identify and the name by which they are known. The full name field in HMIS does not require use of a legal name.
71. Contractors must comply with guidance LAHSA provides in regard to Americans with Disabilities Act (ADA) and the ADA Amendments Act of 2008 (ADAA) standards.

## SERVICE ANIMALS

72. **Service Animals:** Contractors are responsible for operating their programs in accordance with the LAHSA Service Animal Accommodation Policy. Please refer to the complete details of the LAHSA Service Animal Accommodation Policy Chapter 2 Section 3. What follows is a summary of that Policy:
- 72.1 Service animals play an important role in ensuring the independence of persons with disabilities and it is therefore LAHSA's policy to welcome any animal trained to assist a person with a disability.
  - 72.2 Unless specifically noted otherwise, for purposes of this policy statement, the term "service animal" shall also include emotional support animals that help individuals with psychiatric disabilities to manage or alleviate the symptoms of those disabilities by providing therapeutic nurture, comfort and support.
  - 72.3 If necessary, Agencies must make "reasonable accommodations" or reasonable modifications to their program to allow individuals with service animals to participate. If the participant requests a specific accommodation due to their service animal, Contractor may inquire about the reason the participant needs that accommodation.

- 72.4 The service animal must be permitted to accompany their handler to all areas of the Residential Housing programs (e.g., Crisis/Bridge Housing, transitional, PSH, etc.) including the dining room and restroom. A service animal may not be segregated from his/her handler.
- 72.5 The supervision of the service animal is the responsibility of the participant. The animal must always be under the participant's control. Injuries to or caused by the service animal must be reported to the Agency's Executive Director or Senior Management on duty.
- 72.6 Service animals may be removed from a shelter location for reasons of health, safety or disruption of program. For example, the service animal is out of control and the animal's handler does not take effective action to control it; or the animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications. Infractions should be handled on a case by case basis.
- 72.7 All decisions to refuse the accommodation of a service animal require consultation with the Agency's Executive Director, or if he/she is unavailable, the senior manager on duty. The Agency shall document the rationale for the failure to provide accommodation and maintain a copy of such documentation in its ADA compliance files.
73. Contractor must have a language access policy that will ensure that verbal and written materials can be provided for participants, if needed, in the nine (9) threshold languages (English, Spanish, Armenian, Cambodian, Chinese, Korean, Russian, Tagalog, and Vietnamese).
74. Contractor must provide LAHSA with the language access Policy. Contractor's language access policy must include process/methodology to determine fluency of threshold languages.
- 74.1 When a participants' primary language is other than English or the individual is hearing-impaired, information must be provided either through written materials in the appropriate language or through use of an interpreter in the language the individual understands.
- 74.2 Contractors may utilize an interpreter provided by the individual (e.g. a relative or friend), if the individual requests the use of a family member or friend. The use of minors as interpreters is strongly discouraged, except in emergency situations or at the individual's request.
- 74.3 Contractors must ensure that verbal instructions and written materials are in the languages of applicants receiving homeless benefits and services. Contractors must ensure these materials are accurately translated. Contractors, if requested, must provide LAHSA with the methodology use for translation.
- 74.4 Contractors must ensure that all participants have access to programmatic forms that have been translated into Spanish and at minimum have one program staff that is fluent in speaking Spanish.
75. Contractors agree to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.
76. Contractors must not discriminate against participants, in regard to the provision of ongoing services or enrollment in any services provided by the CES based upon the race, ethnicity, religion, national origin, disability, gender, gender identity, age, sexual orientation or familial status of the applicant.
- 76.1 Contractors and their subcontractors must provide participants with their non-discrimination policy at program intake.

77. Contractors must display all posters and materials, as directed by LAHSA, in a manner that is accessible to the public.
78. Contractors must operate the program's project site in a clean, safe, and well-maintained program site. Refer to LAHSA Facility Standards for more detailed information regarding required maintenance, cleanliness, and safety of program sites.
  - 78.1 All sites providing services to participants must be inspected and receive all applicable permits from the Los Angeles County Department of Public Health (DPH). Any concerns, findings or corrective actions from DPH must be promptly addressed and corrected.
  - 78.2 Sites are subject to review at any time by LAHSA or any County Department in partnership with LAHSA. Any concerns or findings around site cleanliness or safety from either LAHSA or LA County Department(s) must be corrected within the time frame prescribed.
79. LAHSA funded programs must be provided free of charge to all participants, unless directed by LAHSA or approved in writing from a manager within the Performance Management division in LAHSA.
80. LAHSA administered programs may not require participant savings plans, with the exception of Independent Living Programs funded by the Department of Children and Family Services.
81. Contractor must meet with LAHSA to discuss programmatic issues, fiscal/budgetary issues, data integrity/data quality issues, general procedural issues, and/or other general concerns as needed. Either LAHSA or the Contractor may request such a meeting.
82. Contractor must ensure that the Program Director, Senior Program Manager, or CES Coordinator in charge of CES operations attends and participates in regular mandatory system and service coordination meetings to be held at LAHSA or at various locations throughout the County.

## **FINANCIAL MANAGEMENT**

83. LAHSA allocates funding and other resources to each Contractor based upon identified need in the community. Funds and resources are not for the proprietary use of the Contractor nor collaborative community partners contracted to coordinate these resources in the region. LAHSA will, at its discretion, reallocate funds and resources based on several factors which include but are not limited to a change in a region's need and agency performance. Annual awards of funding may be subject to adjustment based upon the Greater Los Angeles annual Point In Time count.
84. Contractors must track all benefits and services provided to participants by funding source in the agency's general ledger. On a monthly basis, all expenditures must be reconciled with HMIS, and supporting documentation to ensure accuracy.
85. Contractors must submit accurate and timely monthly invoices along with any requested supporting documentation.
86. If LAHSA determines that costs are not adequately supported, contractors are responsible for reimbursing LAHSA for all associated costs
87. Contractors must procure all applicable licenses or permits necessary to meet the code regulations required to operate the Program funded under this Agreement.

88. Contractors must have Manager or Supervisorial staff approval for all financial payments on behalf of program participants (e.g. financial assistance, rent assistance). At no point should a financial payment be decided on the sole discretion of one person, there must be at least two contractor personnel approving the financial payment (e.g. housing navigator and/or Manager or Supervisorial staff).
89. Contractors administering financial assistance on participants' behalf must ensure that no financial assistance is issued directly to participants. Contractors must track, coordinate, and issue direct financial assistance available through the CES.

#### **ACTIVE CONTRACT MANAGEMENT**

90. The Contractor shall comply with data collection, analysis, and reporting activities as defined by LAHSA. LAHSA will outline a data reporting schedule which will establish the necessary data fields and timelines for input into HMIS. If data is needed on an ad hoc basis, the agency must provide the data within the designated timeframe that is established by LAHSA, which will typically be a five (5) business day turnaround, unless explicitly indicated by upper management. If an agency is consistently (more than 3 times) delinquent in their data collection and reporting requirements, this can move an agency to remedial action.
91. The Contractor agrees to attend and actively participate in regular meetings as outlined by LAHSA, to review performance and collaborate on improving program quality and outcomes. These meetings may occur individually or as a group of contractors by component.
92. Contractor participation at performance management division meetings is mandatory for program, quality assurance, contract, and fiscal management staff, or as otherwise indicated by LAHSA. LAHSA intends to utilize contract performance data, collaborative meetings, and proactive troubleshooting with providers to guide program development, evaluate effectiveness, revise policies and procedures, and inform active contract and renewal decisions.

#### **CAPACITY BUILDING TECHNICAL ASSISTANCE & TRAINING**

93. To track and analyze results of technical assistance, LAHSA has contracted with The Core Capacity Group (TCC Group) to obtain access codes to the Core Capacity Assessment Tool (CCAT). The agreement provides 300 CCAT access codes to be administered and analyzed between May 2018 – June 2020. On an annual basis, TCC group will aggregate the CCAT data of participating organizations to provide a snapshot of strengths and challenges to LAHSA to inform the delivery of capacity building services to partners and track the results of capacity building initiatives over time.
94. Providers will be identified and referred to an access code to self-administer the CCAT in the following ways:
  - 94.1 Providers that apply for RFSQ certification will receive a CCAT access code to obtain a baseline assessment of their organization's capacity.
  - 94.2 Providers that apply for the Organizational Capacity Building Technical Assistance Application (RFP) are required through the statement of work to self-administer the CCAT within 0-120 days to provide a baseline assessment of their organization's capacity.
  - 94.3 Providers that are currently a LAHSA subrecipient and are administering LAHSA funds will receive a CCAT access code.

## SUBCONTRACTORS

95. Contractors must receive written approval from LAHSA to enter into a subcontract agreement with another provider. Procurement of subcontractor must abide by LAHSA procurement standards as set forth in the Contract.
  - 95.1 LAHSA must approve all subcontractors prior to the contractors finalizing entry into a subcontract agreement. LAHSA subrecipients must reference contract body for subcontractor approval processes.
  - 95.2 Contractors must notify their LAHSA Contract Specialist and submit a completed Subcontractor Proposal and Subcontractor Profile for any proposed sub. The subcontractor profile will include the following: description of the agency and general information about the organization; description of services to be provided by the proposed subcontractor; description of the providers past experience with providing similar services; experience that the agency has with contracting with LAHSA, if applicable. LAHSA must approve all subcontractors prior to the contractors entering into the subcontract agreement.
  - 95.3 Contact information for all subcontractors must be provided to LAHSA's Fiscal, HMIS Department and Performance Management division. Changes in contact information of subcontractors must be communicated to LAHSA within ten (10) days of the change.
96. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
97. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance. LAHSA's approval of a proposed subcontractor does not relieve Contractor of any requirements under this agreement.
98. Contractors must ensure that all applicable terms and conditions of this Agreement are provided to any approved subcontractor in the form of a written Subcontractor Agreement, which will be made available to LAHSA as requested.
99. Contractor must ensure that all subcontractors participate in all LAHSA-led trainings and receive LAHSA-issued guidance.
100. Contractor must have a subcontractor monitoring policy in place. Subcontractor monitoring policy and procedures must detail: risk assessment methodology, monitoring strategy, frequency and scope of monitoring, monitoring reports, deficiency follow-up, and technical assistance. Subcontractor monitoring policy and procedures must be made available to LAHSA upon request.
101. All subcontractor monitoring documentation, including but not limited to, risk assessments, annual monitoring plan, workpapers, monitoring reports, subcontractor responses, and contractor follow-up must be made available to LAHSA upon request.
102. Contractor must provide a copy of an MOU and program budget for all subcontractors, if requested by LAHSA staff.



## PERSONNEL

103. Contractors must employ qualified staff as specified in the LAHSA-approved program budget.
104. Contractors must assign a sufficient number of staff with background experience and expertise to provide the services required in the relevant Scope of Required Services.
  - 104.1 If requested, Contractors must provide LAHSA with staff rosters, job descriptions, and/or resumes of budgeted staff to ensure appropriate staffing levels are met and that budgeted staff possess the requisite skills needed to successfully operate the program.
105. Contractors must provide at least one Bilingual, Spanish speaking staff to meet the needs of participants receiving services. Contractor must have an established plan and procedure to provide Spanish translation services in the event Spanish speaking staff is unavailable.
106. Contractors must provide or coordinate access to training programs for all new employees and continuing in-service training for all employees who interact with participants in the context of their daily work, and any specific funder required trainings.
107. All staff should receive training in: (1.) Motivational-Interviewing, (2.) Progressive Participant Engagement, and (3.) Trauma-Informed Care.
  - 107.1 Contractors must ensure staff participation in LAHSA mandated trainings, including all sub-contractor staff.
  - 107.2 Contractor must ensure staff participation in all LAHSA-organized trainings offered through the Centralized Training Academy.
  - 107.3 Contractor must show proof that staff have adequately satisfied these requirements.
108. Contractors' staff are considered Mandated Reporters of suspected child and senior abuse and must report suspicions of child or senior abuse as required by California Law.
  - 108.1 Contractors must be prepared to provide proof that their staff have been trained in the legal requirements of being a mandated reporter.
109. Contractors must ensure that key management staff are present. When there is a vacancy, interim replacement is made within ten (10) calendar days of the creation of the vacancy to ensure all staff levels needed for the delivery of services is present. Contractor must notify LAHSA Performance Management Analyst and Contract Specialist in writing of any change in key management staff within ten (10) calendar days of the vacancy.
110. Contractors must ensure that service delivery is not interrupted during periods of personnel change.
111. Contractors must also ensure that staff salaries align with the County of Los Angeles' living wage ordinance.

## HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS

112. In order to provide well-coordinated support for households and manage the limited resources available in the County, contractors must utilize the Homeless Management Information System (HMIS) to track participants served and the benefits provided, unless otherwise exempted, through written permission, for reasons of participant safety and confidentiality.
  - 112.1 If the program is exempted from participation in the LA HMIS contractors shall use an equivalent system to record, track and maintain all required data under the U.S. Department of Housing and Urban Development (HUD) Universal Data Standards including, but not limited to; demographic information, dates of participation in the program, benefits and services provided, outcomes achieved and placement destinations upon exit from the program.
  - 112.2 Contractors shall report all required participant data to LAHSA in the manner prescribed for manual reporting by the due dates contained in this agreement.
113. Contractors shall ensure that all participants served sign the Consent to Share Protected Personal Information form granting other providers access to their information.
114. Contractors shall encourage utilization of HMIS as well as best practices for data entry, as follows:
  - 114.1 Create the participant's record in HMIS within two (2) business days of the participant's initial screening for benefits. For Crisis and Bridge Housing programs this must be done on the same day of participant's enrollment.
  - 114.2 Update the participant's standardized assessment in HMIS within three (3) business days of completion.
  - 114.3 Update the participant's housing status within three (3) business days of any status change.
  - 114.4 Update information on services provided to the participant within three (3) business days.
  - 114.5 Update information on financial assistance benefits provided to the participant within three (3) business days.
115. Contractors must utilize the HMIS or any other platform LAHSA identifies, to manage vacancies, fill vacancies, and manage coordinated access lists for Interim and Permanent Housing Programs.
  - 115.1 Contractors must ensure that the CES SPA Matcher is completing CES matches in HMIS or any other platform identified by LAHSA.
116. Contractors must comply with all reporting required by system funders, which may include a report of households served, the benefits and services provided to households, complaints, or other data.
117. Contractors must regularly monitor data integrity and make data quality corrections as needed. Contractors are responsible for maintaining a data integrity of 95%.
118. In addition to the provisions listed in this document, contractor must reference HMIS Policies and Procedures to ensure full compliance. LA CoC HMIS Policies and Procedures may be referenced here: <https://www.lahsa.org/documents?id=1128-la-hmis-policies-and-procedures.pdf>

## PROGRAM REPORTS

119. Contractors must submit certification, as defined by LAHSA, for program performance reports as indicated in the table below. Please see Program Reports document within the Statement of Work for more detailed schedule of reporting requirements, as specific reporting requirements may differ based on funding source.

Quarter	Reporting Period	Submit Report Certification to LAHSA
First	July 1-September 30	October 12
Second	October 1-December 31	January 12
Third	January 1-March 31	April 12
Fourth	April 1- June 30	July 12

120. Each quarter of the program year, Contractors will be responsible to certify to the validity of a Contract Performance Report (CPR) generated through HMIS for the project. The CPR contains information relating to demographics and performance with participant detail. The report also looks at occupancy and data integrity.
- 120.1 LAHSA staff will email a copy of the CPR and certification to the Contractor following the close of each quarter and the Contractors' must return the signed Certification to LAHSA within three (3) days of receipt of the CPR.
- 120.2 The certified reports returned to LAHSA will be used for monitoring performance and may be used for monitoring purposes, therefore data integrity is vital in properly assessing the performance of each program.
121. Contractors must be reviewing HMIS data on a monthly basis by generating and reviewing reports available on the HMIS. If Contractor finds issues with the HMIS reports, Contractor must email: [hmissupport@lahsa.org](mailto:hmissupport@lahsa.org).

## CUSTOMER SERVICE

122. Contractors must implement an active Customer Service Program in order to secure feedback from participants regarding their experiences with the program. Customer Services Program is applicable to any and all the contractor's programs either operated directly or by subcontracting.
123. Contractors must have policies and procedures to ensure feedback from participants in the Customer Services Program are anonymous, confidential and optional. Policies and procedures must include a component identifying the anonymous collection of these surveys and must utilize a centralized and confidential system of storing all participant satisfaction surveys. Surveys must be made readily available to LAHSA for review upon request.
124. Participant Satisfaction Surveys must be administered at least twice yearly. Programs that operate less than 6 months must administer Participant Satisfaction Surveys at a minimum of once during the program period. Policies and procedures must include a training component for staff and subcontractors that comply with LAHSA requirements.
125. LAHSA and/or other County Departments reserve the right to monitor for the quality of the Contractors' Customer Service. Monitoring may include randomly selecting participants for telephone and/or site surveys. LAHSA and/or the County or City, at its sole discretion, may change the means of measuring this standard via a Change Notice.

126. Contractors operating housing and/or services for homeless persons out of leased facilities must have in place Landlord Standards of Care policies and procedures. Policies and Procedures for Landlord Standards of Care must be aligned with Standards of Care adopted by LAHSA, in conjunction with County Departments (including Department of Health Services and Department of Mental Health). Guidance to contractors regarding implementation of these policies and procedures will be forthcoming upon adoption of Landlord Standards of Care by LAHSA and partnering Los Angeles County Departments.

#### **MATERIALS, EQUIPMENT AND INVENTORY**

127. Contractors must provide all equipment necessary to perform all services required by this contract.
- 127.1 Contractors must provide sufficient telephone lines at its site(s).
- 127.2 Contractors are responsible for installation, repair, and replacement of telephones and/or lines. This may include reasonable costs for replacement of cell phones.
128. The purchase of all materials/equipment to provide needed services is the responsibility of the contractors.

#### **COMPUTER EQUIPMENT SUPPLIES AND SECURITY**

129. Contractors must provide necessary computer equipment and supplies (e.g., terminals, controller, paper, printer ribbons, etc.) to provide services.
130. Contractors must report to LAHSA Contract Specialist, the loss, vandalism, or theft of computer supplies and equipment within twenty-four (24) hours after discovery. For stolen equipment, Contractors must contact the local law enforcement agency and submit a copy of the police report to LAHSA within twenty-four (24) hours of receipt of the police report, excluding weekends and holidays.

#### **FRAUD REFERRALS**

131. When Contractors suspect that fraud is being committed against LAHSA funded programs, Contractor must make a fraud referral to LAHSA.

**Exhibit GG-1**  
**2019-2020 LAHSA Facility Standards**  
(On Next Page)

**Contractor: City of Long Beach**

**Agreement: 2017CNGFH171 – Amendment Two**



The Facility Standards (FS) apply to all LAHSA funded contracts for all populations. The system component Scope of Required Services (SRS) documents will contain contractual requirements specific to the component you are contracted to provide. The Facility Standards, Program Standards, Practice Standards, SRS, and the documents that are linked hereto, in combination with the Program Profile and Performance Targets, comprise the entire Statement of Work for the system component being contracted.

## FACILITY STANDARDS

The Facility Standards are supplemental requirements in addition to the CES Policy Council Approved Universal Interim Housing Practice Standards that are specific to LAHSA funded contracts. All program sites or facilities that provide supportive services must adhere to these standards. These additional requirements have been identified to ensure the health, safety, and program fidelity for all participants of LAHSA funded programming.

In addition to these standards, please reference the following materials:

- Los Angeles County Code: <http://file.lacounty.gov/SDSInter/bos/supdocs/128791.pdf>
- The Los Angeles City & County Interim Housing Minimum Practice Standards
- 2010 ADA Standards for Accessible Design:  
<https://www.ada.gov/regs2010/2010ADASTandards/Guidance2010ADASTandards.htm>

**NOTE:** The guidelines below are specific to LAHSA and agencies should ensure compliance with additional applicable City, County and Federal requirements or guidelines. The guidelines set forth in the Facility Standards are established to provide minimum safety criteria for all persons in LAHSA funded programs.

## SYSTEM COMPONENT OVERVIEW

The goal of the Coordinated Entry System (CES) is to create a consistent approach to access and delivery of homeless services within Los Angeles. All contracts that include supportive services are considered a system component; the following is a list of system components, that however, is not an exhaustive list: Access Centers, Bridge Housing, Crisis Housing, Homeless Prevention, Housing Location, Housing Navigation, Outreach, Permanent Supportive Housing, Rapid Re-housing, and Transitional Housing.

## FACILITY REVIEWS

Facility reviews are conducted to ensure that each site is providing optimal care to participants and sites are adhering to contractual requirements outlined in the Statement of Work. Facility reviews will be conducted on bi-annual or annual frequencies. Determination of the frequency is dependent on the system component of the contract. LAHSA intends to provide at least 24 hours in advance before a site inspection. However, if extenuating circumstances arise or if it is part of the scheduled routine inspections by the Department of Public Health – Environmental Health unit (DPH – EH), LAHSA or DPH – EH may go unannounced. If the site is funded by any other system partner (i.e. Healthy Agency), LAHSA and the other funder reserves the right to conduct a joint review of the facility.

## FACILITY CONDITIONAL APPROVALS

Facilities/sites that have a conditional approval status must be “program ready” to operate the contracted functions of the statement of work at the site. LAHSA defines “Program Ready” as the site having the resources and infrastructure in place to start operations per LAHSA’s requirements and verified by LAHSA personnel. For contractors that have received a conditional award due a proposed site not being program ready, the contractor will be given two (2) months to make corrections from the time of award announcement. If the site is not program ready by the two (2) months mark, LAHSA reserves the right to reassess the conditions of their proposal and conditional award.

## **SUBCONTRACTOR FACILITY REVIEW APPROVALS**

If LAHSA's primary/direct contractor chooses to subcontract a service component, it is the responsibility of the primary contractor to review their own subcontractor sites at least twice annually, with the LAHSA Practice Standards Monitoring Tool and it must be submitted in MyOrg prior to subcontractor approval. In addition, if LAHSA's primary/direct contractor is requesting approval of a subcontractor, the primary/direct contractor will need to submit a facility review along with the appropriate documentation and pictures within the LAHSA subcontractor approval process. A LAHSA primary/direct contractor must not operate a facility (a proposed new site for a current contract or a subcontractor site) until they receive approval from LAHSA that the proposed site is approved. In addition, LAHSA reserved the right to conduct a site review of a subcontractor.

## **FACILITY GUIDELINES**

### **1. FACILITY POSTINGS**

- 1.1. Program rules must be posted in plain sight in a common area. Program rules must not be more than one (1) page double sided.
- 1.2. Grievance procedures must be posted in plain sight in a common area and meet the standards identified within the contract.
- 1.3. A Civil Rights poster must be posted in a common area within the facility.

### **2. GENERAL FACILITY**

- 2.1. The exterior of the facility must be clean and clear of debris. The exterior of the facility must not have trash and debris out in the open.
- 2.2. There must be no signs of electrical hazards such as loose or exposed wiring
- 2.3. In case of construction, renovations or moving, the area that is affected must, at least, have some type of barrier around the site to ensure safety.
- 2.4. The interior of the facility must not have visible cracks, holes, or leaks (water damage) on walls, floors, or ceilings.
- 2.5. The interior of the facility must be clean and maintained in a sanitary condition.
- 2.6. The interior walkways must be clear of obstacles and debris for easy in and out access for anyone.
- 2.7. The facility must have a natural or mechanical means of ventilation.
  - 2.7.1. If there is no thermostat that controls the temperature of the facility, there must be other means to provide necessary heating/cooling to ensure there is a working ventilation system.
  - 2.7.2. If there is a thermostat that controls the temperature of the facility, which is locked, staff must have access to it 24-hours a day.
- 2.8. There must be no mold or mildew on ceilings or walls.
- 2.9. The screens and frames of vents must not be rusted or broken and clear of dirt and debris.
- 2.10. Common areas must be welcoming for individuals from all backgrounds and, to the agency's ability, the site must be free from a significant number of religious artifacts.

- 2.11. **Family Site:** Stairways must have child guides and gates. If there are stairs in the common area of the facility, or if there are stairs to and from where participants sleep, there must be safety gates screwed in the walls at the top of the stairway.
- 2.12. **Family Site:** The facility must incorporate child-friendly decorations and materials, creating a safe and welcoming place for children and parent/guardians.
- 2.13. **Family Site:** The facility must provide a safe space for children to play with safe and age appropriate materials and toys.

#### **Lighting/ Electrical**

- 2.14. The facility must have adequate natural and/or artificial illumination to permit normal indoor activities and support the health and safety of the participants.
  - 2.14.1. All common areas, bathrooms, stairways and hallways within the facility must be well lit.
  - 2.14.2. All switches and light fixtures must be in good, working condition.
  - 2.14.3. There must be enough electrical outlets to permit safe use of essential electrical appliances.

#### **Pest Control**

- 2.15. The facility must be free of rodent and insect infestations.
- 2.16. The facility must have a pest control log which indicates frequency of fumigation.
- 2.17. All sites must have an inspection for rodents and insects by a certified pest control company. If an infestation is found, the agency must fumigate and make appropriate reasonable accommodations for the participants.

#### **Health & Safety**

- 2.18. There must be evacuation signs posted in all common areas which state that an exit is defined as an unobstructed path for exiting to a public way from any place in a building. Evacuation plan must have procedures and route assignments, such as floorplans, workplace maps, and safe or refuge areas, the plans must also indicate:
  - 2.18.1. All exits;
  - 2.18.2. Exits in case of fire;
  - 2.18.3. The location of the primary and secondary exits locations;
  - 2.18.4. Exits for those with mobility devices (must not be substantially different from the other exits, unless there are stairs in the facility);
  - 2.18.5. Location of first aid kit(s);
  - 2.18.6. Location of fire extinguisher(s);
- 2.19. If the site has security bars/gates on both the windows and the doors, these must be openable or removable from within the facility without the use of a key, tool, special knowledge, or effort.
- 2.20. Windows and doors must have locks, which are openable or removable from within the room/facility without the use of a key, tool, special knowledge, or effort.



- 2.21. Emergency numbers must be posted in all common areas, which are easily accessed and posted in a visible area in case of emergency.
- 2.22. The program must have some type of security protocol in place that outlines building security and safety for participants personal space and belongings.
- 2.23. The program must have a protocol in place for staff to monitor who is coming in and out of the program/site.
- 2.24. The Fire Extinguisher to square footage ratio must be 1/3000 sq./ft. Whatever the square footage is of the facility the number must be rounded up and never down (6,200 square feet = 3 Fire Extinguishers), or as directed by a fire service professional. We rather be too safe than not safe enough.
- 2.25. All fire extinguishers must be fully charged and labeled. Any time a fire extinguisher is used, it must be immediately replaced if it is a single use extinguisher, or recharged by a professional fire extinguisher servicing company, if it is rechargeable.
- 2.26. Fire extinguishers in the kitchen must be "ABC" multiuse, which can be used on all types of fires. The agency shall assure that portable fire extinguishers are subjected to annual maintenance checks by a certified fire protection company.
- 2.27. **For Interim Housing Sites:** There must be at least one (1) working battery operated or hard-wired smoke detector in each occupied unit or in an area of ten (10) beds or less.
- 2.28. There must be at least one (1) working battery operated or hard-wired smoke detector in each common area, including but are not limited to: laundry rooms, day care centers, hallways, stairwells, and other common areas.
- 2.29. Smoke detectors must be in all stairs and hallways and must be located on or near the ceiling and away from corners.
- 2.30. All First Aid kits must be full, and follow OSHA regulation standard 1910.151b, and OSHA/ANSI certified.
- 2.31. All first aid kits must be readily available for anyone in the facility. **Note:** if a participant needs an item from the first aid kit, they must know where the first aid kit is and have access to the resource with-or-without staff oversight.
- 2.32. There must be a designated place to store and/or refrigerate participant medication. Medication requiring refrigeration must be stored in a refrigerator in a stored container. Staff must ensure that medication not centrally stored be kept in a safe and locked place by the participant.

### 3. SANITARY FACILITIES

- 3.1. All sanitary facilities must be in proper operating condition, private, and adequate for personal cleanliness and the disposal of human waste.
- 3.2. All sanitary areas must have a log to identify when and by whom the restrooms were maintained.
- 3.3. There must be a restroom to participant ratio of one (1) toilet and wash area for every fifteen (15) participants.

- 3.4. All toilets and sinks must be maintained and kept in proper working order.
- 3.5. Restroom facility must contain a separate compartment with a door and walls or partitions that are sufficiently high to ensure privacy if there is more than one toilet in the restroom.
- 3.6. All bathrooms or stalls must have locks from the inside and ensure there is privacy.
- 3.7. Restrooms with mirrors must NOT have the following:
  - 3.7.1. Black spotting
  - 3.7.2. Cracks
  - 3.7.3. Chipping
- 3.8. For each individual shower unit, there must be a shower curtain and/or privacy partition.
- 3.9. Showers must have floor mats to prevent slipping/falling, inside and outside of the shower.
- 3.10. If participants need hygiene products, such as towels, soap, deodorant, toilet tissue, feminine hygiene products, the staff at the facility must make them available.

#### 4. **SLEEPING AREAS (SHELTERS ONLY)**

- 4.1. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep, as well as adequate space and security for themselves and their belongings.
- 4.2. The sleeping area needs to comply with 2010 ADA standards. **Note:** The ADA requirement between beds is 36" apart.
- 4.3. The facility must provide sheets, blankets, towels, pillows, etc. for the participant and/ or household, when they are needed.
- 4.4. The sleeping area must be separate from the food storage and/or food preparation areas.
- 4.5. Participants must have access to private, locked spaces for their belongings.
- 4.6. There must be storage and/or closet space for participants to place their belongings.
- 4.7. The sleeping area must be free of bed bugs.
- 4.8. All sites must have a bed bug mitigation plan, which must include:
  - 4.8.1. How the staff plan to reduce the number of hiding places;
  - 4.8.2. How they plan to keep the facility clean from clutter;
  - 4.8.3. A schedule, of how they plan to wash and heat dry sheets, blankets, bedspreads;
  - 4.8.4. A schedule for regular inspections
- 4.9. Site inspection from a rodent/infestation professional must be conducted at least twice (2) a year.
- 4.10. All sites must have a facility maintenance plan that ensures a clean, safe, sanitary and serviceable facility. The plan must include the content and frequency of inspections.

- 4.11. A mitigation plan must be made if a site or unit needs to be shut down due to any issue, which would indicate how the program will facilitate participant service and notify LAHSA of any changes to the facility/program. If a unit must be closed for more than a week, LAHSA HMIS, Performance Analysis and Reports and Performance Management Units must be notified.
- 4.12. All sites must have a facility maintenance log, which indicates all maintenance performed or needed.

*The following is the 2019 CES Policy Council Approved Universal Interim Housing Practice Standards.  
If the CES Policy Council Approves a Revision, the most up to date revision is what will be monitored to.*

# 2019 Los Angeles City & County

## Interim Housing Minimum Service and Operations Practice Standards

### INTERIM HOUSING OVERVIEW

Interim Housing is an intervention that provides people experiencing homelessness with temporary housing intended to resolve their immediate experience of unsheltered homelessness, to connect participants to permanent housing opportunities in their communities, and to provide various other services. Interim Housing, as defined by Los Angeles County, includes Crisis Housing, Winter/Seasonal Shelter, Bridge Housing, Recovery Bridge, Recuperative Care, Stabilization Housing, and Safe Haven programs (see Glossary for definitions).<sup>1,2</sup>

### INTERIM HOUSING PRACTICE STANDARDS

These Interim Housing Practice Standards establish minimum requirements for the operation of Interim Housing programs in Los Angeles City & County, to which such programs (formerly known as “emergency shelters” within Los Angeles County) shall adhere. This document is not intended to stand on its own and shall be read in conjunction with other funders’ contractual requirements. **Standards will be reviewed on an ongoing basis**, and may be amended to best reflect current best practice, priorities and stakeholder feedback.

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Appendix A – Glossary

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<sup>1</sup> Transitional Housing, while technically categorized as Interim Housing, will have separate Practice Standards developed.

<sup>2</sup> Augmented Winter Shelters are exempt from these standards.

## **1. PHILOSOPHY & DESIGN**

Programs shall be required to serve all participants with a Housing First approach. The Housing First philosophy is based on the premise that stable housing is a critical determinant of health, education, employment, and other positive outcomes related to well-being. Housing First programs do not require any preconditions for admittance. Instead, the focus is on quickly moving people experiencing homelessness into permanent housing with needed services. In practice, this means that participants shall not be rejected or exited from Interim Housing due to lack of sobriety or income, or based on the presence of mental health issues, disabilities, or other psychosocial challenges.

Programs shall also ensure that a Harm Reduction approach is used in serving participants. Programs using Harm Reduction strategies work with participants to reduce the negative consequences of continued use of alcohol, drugs, or non-compliance with medications rather than establishing no-tolerance policies, or termination assistance based on a participants' inability to achieve sobriety or due to medication non-compliance. Program service strategies shall include all possible approaches to assisting participants in their efforts to reduce or minimize risky behaviors, while at the same time helping participants move into, and stabilize in, permanent housing. This approach has its limits, of course: Harm Reduction approaches are not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants or staff.

In addition to implementing a Housing First model which incorporates Harm Reduction techniques, all programs shall incorporate Trauma Informed Care into their delivery of services. Trauma Informed Care is an organizational structure and service framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care emphasizes physical, psychological, and emotional safety for participants, families, and service providers alike, and helps participants rebuild a sense of control, personal empowerment and reduce re-traumatization. In practice, Trauma Informed Care services account for trauma in all aspects of service delivery and prioritize the trauma survivor's safety, choice, and control. Trauma Informed Care services create and promote a culture of nonviolence, learning, and collaboration.

Programs shall develop and maintain a set of policies for educating and training program staff on Housing First, Harm Reduction strategies, and Trauma Informed Care.

## **2. SYSTEM COLLABORATION**

1. Programs shall participate fully in the greater Los Angeles County homelessness assistance system, including the Los Angeles Coordinated Entry System (CES).
2. To ensure coordination with the CES, program staff shall participate in all relevant CES and SPA-level activities, including system and service coordination meetings.
3. Programs shall leverage resources through active collaboration with other programs that provide services to participants within their respective communities.
4. Programs funded by LAHSA shall accept referrals according to LAHSA Interim Housing Scope of Required Services.
5. Programs funded by the Los Angeles County Health Agency shall accept referrals at the direction of applicable Health Agency department.

6. Interim Housing programs in which the funder does NOT vet and refer the participants shall prioritize referrals for those who are the least likely to resolve their homelessness without assistance. This includes those with the most acute need of Interim Housing, specifically people who are unsheltered and/or identified for the program by an Outreach Coordinator or an Outreach Team.

### **3. ADMISSION, INTAKE, & ASSESSMENT**

1. Programs shall not establish supplementary admission requirements or criteria in addition to those established by program funders.
2. Whenever possible, programs shall work to divert participants seeking program entry by encouraging them to re-connect with family or friends who could temporarily or permanently house them. If resources are needed to successfully divert a person from entry into the homeless system, a referral shall be made to a CES Diversion/Prevention program (when available).
3. For participants the program is unable to divert,
  - a. programs shall confirm within HMIS that CES assessment tool has been completed.
  - b. If no tool has been completed, program staff shall complete or update the appropriate CES assessment tool (e.g. VI-SPDAT, Family-SPDAT, or Next Step Tool for Youth) as part of the intake and assessment process.<sup>3</sup>
4. Completion of CES assessment shall not be a barrier to program entry.<sup>4</sup> If participant is unable to complete the CES assessment at time of entry, the participant shall be given an opportunity to complete the assessment as soon as possible if no other viable housing options are identified through diversion strategies.
5. Programs shall make an attempt to serve families intact regardless of family composition.
6. Programs shall pursue reasonable accommodations to better-serve all participants, including, but not limited to, ADA.
7. Programs shall ensure that participants are provided safe and adequate Interim Housing accommodations and services based on each participant's self-identified gender identity.
8. Programs shall ensure that intake and assessment practices take into account the safety, security, and privacy of persons who are fleeing, attempting to flee, and/or are survivors of domestic violence, sexual assault, and/or human trafficking who are referred to Interim Housing programs and/or are seeking Interim Housing services.
9. Programs shall develop and implement policies and procedures to ensure the continued confidentiality and privacy of persons who are fleeing, attempting to flee, and/or are survivors of domestic violence, sexual assault, and/or human trafficking who are admitted into the Interim Housing program.
10. During Intake, programs shall orient participants to all program guidelines and expectations.

### **4. CASE MANAGEMENT<sup>5</sup>**

1. All programs shall provide Case Management services.
2. Case Management services shall include at least the following: An assessment of housing and service needs within seven days of admittance, the establishment of a Housing and Services Plan, and connections to community resources and opportunities.

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<sup>3</sup> Refer to Los Angeles County Coordinated Entry System assessment policies.

<sup>4</sup> Refer to Los Angeles County Coordinated Entry System assessment policies.

<sup>5</sup> Department of Public Health SAP-C Recovery Bridge beds are excluded from Case Management standard.

- a. Interim Housing programs operating temporary/seasonal programs (i.e. Winter Shelter or other cold/wet weather programs) shall offer Case Management services and Housing Stability Plans for all participants who have stayed seven or more consecutive days or by participant request.
- 3. Case Management shall coordinate all permanent housing activities with any additional Case Managers and/or other staff assisting participants with obtaining permanent housing opportunities.
  - a. Interim Housing staff shall serve as point of contact for program participants, to maintain contact and facilitate communications with housing search and placement programs, property owners, property managers, landlords, etc., to assist participants with activities related to securing permanent housing placement.
- 4. Case Management shall make rapid connections to a broad continuum of resources and shall promote the participant's active involvement in their Housing and Services Plan while emphasizing the temporary nature of their stay in the Interim Housing program.
- 5. Case Management services shall always be voluntary and participant-centered. It is the responsibility of the Interim Housing program to offer these services as frequently as needed to support participants. Case Management services shall be offered no less than once a week or as required by the funder.
- 6. Programs shall provide space for the provision of Case Management. Such spaces shall ensure privacy and confidentiality, as well as safety and security, for both participant and program staff.

**5. HOUSING & SERVICE PLANNING**

- 1. Following Intake and Assessment, Case Managers shall develop Housing and Services Plans that focuses on finding permanent housing for each individual or family, and also provide supportive services in coordination with the participant and any Case Managers and/or other staff assisting participants with obtaining permanent housing opportunities.
- 2. The Housing and Services Plan shall identify the participant's needs, goals, actions to be taken, and progress towards goals. The Housing and Services Plan shall ensure that participants' Interim Housing stay is as short as possible. Housing and Services Plans shall be updated as the participants' needs and/or goals change, and as steps are completed or updated.
- 3. Program staff shall continuously engage participants who do not progress on their plans or who are not willing to address Housing and Services Plan action steps. Continuous engagement shall be offered no less than once a week or as required by the funder.
- 4. Programs shall assist participants with a range of funded and leveraged activities that address the participants' goals (as stated in their Housing and Service Plans), including but not limited to:
  - a. Assistance obtaining identification and other documents that are required for securing permanent housing;
  - b. Enrollment in eligible mainstream resources (TANF, SSI/SSDI; health insurance, public benefits);
  - c. Connections to substance abuse, mental health, physical health, employment/vocational, educational services, legal assistance, money management, subsidized childcare, food resources as well as life skills coaching. Programs shall also make efforts to provide participants reasonable access to phone and transportation resources.
  - d. When a referral is made to any community service, case managers shall provide a warm handoff and a follow up to ensure the linkage has been made.

## **6. STAFF TRAINING**

1. Programs shall establish and document a regular process for onboarding new staff and regularly update the training procedures for current staff.
2. Program trainings shall include a review of all Interim Housing program policies and procedures, including those discussed in these practice standards.
3. All Interim Housing staff shall receive training upon hire or upon request by funder and/or program management to ensure competency within the following core areas:
  - a. Program Operations;<sup>6</sup>
  - b. Effective interactions with participants;
  - c. Housing First & Low Barrier Practices;
  - d. Harm Reduction;
    - i. Overdose Prevention and Intervention
  - e. Trauma Informed Care, including Secondary Trauma;
  - f. Mental Health First Aid;
  - g. Non-Violent Crisis Intervention;
  - h. Stages of Change/Motivational Interviewing;
  - i. Equal Access Gender Identity Policy;
  - j. Emergency evacuation procedures (for single structure housing);
  - k. Domestic Violence & Safety Planning;
  - l. CPR, First Aid, & Communicable Disease procedures; and
  - m. Cultural Responsiveness (which shall be reflective of population and community served).
4. Certificates and other documentation that verify training attendance shall be maintained for each employee and documented in the employee's file.
5. Program staff considered Mandated Reporters of suspected child and senior abuse and must report suspicions of child or senior abuse as required by California Law.
  - a. Programs must be prepared to provide proof that their staff have been trained in the legal requirements of being a mandated reporter.

## **7. PROGRAM OPERATIONS & ADDITIONAL SERVICE STANDARDS**

### **7a. Program Operations**

1. Hours of operations shall be made known to participants. Interim Housing programs shall accommodate participants who require supportive services during evening and weekend hours.<sup>7</sup>
2. Programs shall develop and implement a language access policy and procedure to ensure that all participants receive necessary program information according to their needs.<sup>8</sup> The following components shall be included in the policy and procedure:
  - a. Strategies for meeting the needs of those with visual and/or hearing impairments; and
  - b. Written materials and program forms in languages that reflect the population being served.
3. Program shall accept all eligible participants with Service Animals per ADA and must provide reasonable accommodations for Emotional Support Animals.

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<sup>6</sup> Refer to Los Angeles County Coordinated Entry System assessment policies.

<sup>7</sup> Refer to Los Angeles County Coordinated Entry System access policies.

<sup>8</sup> Refer to Los Angeles County Coordinated Entry System access policies.



4. Programs shall develop a process for distributing and communicating program rules to participants that is approved by the funder and includes the following components: Program expectations, participant responsibilities, and guidelines that outline behaviors that will lead to termination from the program. Program rules shall be Trauma Informed and not punitive. Program shall explore all options to continue providing temporary housing and services to program participants who have violated program rules, short of program termination.
5. Programs shall develop and provide participants with a written policy that outlines participants' rights upon admission. A statement of these rights, and how they are to be operationalized in that specific program, shall also be posted in the facility, and shall include instructions for grievances. The rights to be specified shall include, but are not limited to:
  - a. The right to be treated with dignity and respect;
  - b. The right to religious liberty;
  - c. The right to privacy;
  - d. The right to be treated with cultural sensitivity;
  - e. The right to self-determination in identifying and setting goals;
  - f. The right to present complaints and grievances;
  - g. The right to have an advocate present during appeals and grievance processes;
  - h. The right to have all records and disclosures maintained according to the written standards and rules regarding confidentiality and privacy;
  - i. The right to review their records and external disclosures of any personal participant information, as governed by the written program standards and rules regarding confidentiality and privacy;
  - j. The right to be clearly informed, in understandable and applicable language, about the purpose of the services being delivered;
  - k. The right to leave and return to the facility at reasonable hours in accordance with the program rules and standards, unless coordinated by site management; and
  - l. The right to stay in facility 24 hours per day, except during required facility maintenance or non-operational hours per funder contract.
    - i. Temporary/seasonal Interim Housing programs (i.e. Winter Shelter) that are funded for 14-hour operations shall allow participants access to program facility 24 hours per day during periods of inclement weather, as directed by the funder.
6. Safe Surrender posters shall be posted in a common area within the facility.
7. Suspected child or elder abuse and/or neglect from dependent adults shall be reported to the proper authorities according to State of California Mandated Reporting laws.
8. Programs shall maintain a daily census of participants.
9. Programs shall not require participants to perform chores or work duties.
10. Programs shall permit participants, during their period of stay, to report the program address as their legal residence for purposes such as receipt of mail and school and voter registration. If program safety policies prohibit listing address, program may provide an alternate address.
11. Programs shall establish policies and procedures with respect to participant satisfaction and grievances (see Appendix B: Grievance Policies & Procedures for more details).
12. Programs shall establish and procedures policies with respect to ADA Compliance in accordance with all applicable laws (see Appendix C: ADA Compliance for more details).

#### **7b. Program Administration**

1. Programs shall not require participants to take part in religious activity.
2. Programs shall not deny participation on the basis of race, religion, ancestry, color, national origin, sex, sexual orientation, gender identity, age, or disability. However, facilities may serve a particular target population as directed by the funder.<sup>9</sup>
3. Publicly funded programs shall not charge participants for housing or other services (including surrendering cash and non-cash benefits).
4. Program staff shall be made identifiable through uniform attire or identification badges.
  - a. Programs operating Interim Housing in confidential locations shall be exempted from this requirement to ensure the safety and security of participants and staff.
5. Programs shall maintain an organizational chart which lists all staff funded under the Interim Housing program.
6. Programs shall maintain clear and comprehensive job descriptions for all staff positions.
7. Programs shall maintain a quality assurance plan that outlines a process for the integration of participant feedback into revisions to program policies and procedures.
8. Programs serving youth/minors, and/or families with children, shall identify/designate staff that are responsible for coordinating with the McKinney-Vento Liaison(s) within the local school districts and/or charter schools so that the Interim Housing programs shall assist families, youth, and minors to:
  - a. Reconnect homeless youth back into school;
  - b. Ensure homeless K-12 students have access to the resources, materials and support(s) to stay in school and fulfill their academic goals;
  - c. Connect the student(s) to educational services which may not be available on the local school campus.
  - d. Connect homeless children under the age of 5 to Head Start, public schools, etc.
  - e. Connect TAY back to high school, college, job training, etc.

#### **7c. Data Collection & Documentation**

1. Programs shall maintain participant records that include documentation of all participant assessments, Housing and Services Plans, referrals, placements, interventions, or follow-up activities.
2. Programs shall enter data into the funders' data systems as required by funders. Data reported shall align with all policies and procedures outlined by funders.
3. Files containing participant information shall be stored in a secure and locked location (to maintain confidentiality). Documents shall only be accessible by authorized personnel.

#### **7d. Security, Health, & Safety**

1. Programs shall develop written policies and procedures that address universal precautions, tuberculosis control, and disease prevention, and are in compliance with Department of Public Health guidelines.
2. Programs shall ensure that at least one staff per shift has been trained in and has an up-to-date certification for CPR and emergency first aid procedures. For adult only facilities, at least one staff

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<sup>9</sup> Refer to Los Angeles County Coordinated Entry System nondiscrimination policies.

per shift shall have an Adult CPR/AED certification. For family sites, at least one staff per shift shall have an Adult and Pediatric CPR/AED certification.

3. Programs shall establish a policy and procedure for all entry and exits that includes sign in/out procedure for all participants.
4. Programs shall develop a policy and procedure for emergencies, disasters, and security, including the stockpiling of appropriate quantities of water and food rations. The plan shall include policies and procedures for:
  - a. Reporting a fire or other emergency;
  - b. Emergency evacuations, including the differences in evacuation procedures depending on the type of evacuation and exit route assignments;
  - c. Assisting participants in their evacuation;
  - d. Accounting for all participants and staff after evacuation;
  - e. Staff performing rescue or medical duties;
  - f. Deterring theft and protect participant and staff from harm; and
  - g. Crisis interventions when staff are required or permitted to call 911, make a police report, or perform other non-violent interventions.

#### **7e. Medication Management & Storage**

1. Interim Housing programs shall develop and implement a policy, subject to review and approval by program funder, regarding participant medication and its storage. The policy shall address medication storage, documentation, and medication support, refrigeration, and shall include a secured and locked location for medicine storage such as a medication cabinet, locker, or drawer.

#### **7f. Food Preparation & Meals**

1. The program shall provide three meals per day to each participant: a breakfast, a lunch, and a hot dinner, or meals on another schedule as defined by funder contract.
  - a. Meal plans and schedules shall be made weekly and posted in common areas. Any changes to the menu or schedule shall also be posted in common areas.
  - b. Meals shall be served in an area specifically designated for meal consumption where adequate space for comfortable, seated dining is available to each participant.
  - c. Programs shall accommodate participants who have special dietary needs due to medical necessity or religious beliefs.
  - d. Meals shall be nutritionally adequate in accordance with U.S. Department of Agriculture guidelines.
  - e. Participants shall have access to drinking water throughout the day.
2. If meals are not prepared on site, programs shall provide catered meals, or otherwise make arrangements that ensure each participant is provided with adequate meals.

#### **7g. Restrooms, Showers, & Laundry**

1. Interim Housing programs shall provide participants access to showers, sinks, and toilets.
  - a. Access to showers, sinks, and toilets shall be made available according to participant gender identity, in compliance with all applicable federal, state, and/or local mandates.
2. Programs shall ensure that all sheets, towels, and blankets are laundered weekly or more frequently as needed.
3. If applicable, laundry equipment (washers/dryers) shall be provided free of charge to participants and include access to free detergent. If washers and dryers are not onsite, programs shall provide assistance with accessing laundromat services (i.e. funds for detergent, tokens, etc.).

## 7h. Environment

1. Programs shall ensure that the facility is clean and complies with Department of Public Health Interim Housing Facilities Standards and all other applicable building, safety, and health codes.
2. Programs shall maintain a heating and ventilation system that maintains a comfortable temperature.
3. Programs shall establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean, and comfortable environment, and work diligently to prevent and eliminate insect and rodent infestations.
4. Programs shall provide trash receptacles throughout the facility. Trash shall be taken out of the facility into a localized dumpster and/or wheeled trash can multiple times within a shift or whenever full.
5. Programs shall provide each participant with a bed (or crib/bassinet for infants) and clean bedding that includes towels, sheets, a blanket, and a pillow.<sup>10</sup>
6. Programs shall provide access to storage for participants' personal belongings during their stay.
7. Family Sites Only:
  - a. Programs shall ensure that all furniture is child-safe and install childproof safety latches for drawers and cabinets with dangerous items.
  - b. Programs shall provide baby changing stations and/or a safe place to change diapers.

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<sup>10</sup> Winter shelters may provide cots for beds.

## **Appendix A. Glossary**

### **Assessment**

An evaluation of a participant's strengths and barriers in achieving housing stability and other outcomes related to stability. The information provided through the assessment informs program referrals and Housing and Services Planning.

### **Bridge Housing**

Temporary/interim housing that serves to "bridge" persons directly from homelessness to housing, via a reserved bed that facilitates placement into permanent housing. Beds are prioritized for high-acuity persons, persons matched to housing resources, and persons exiting institutions.

### **Coordinated Entry System (CES)**

The Los Angeles County Coordinated Entry System (LA County CES) facilitates the coordination and management of resources that comprise the homeless crisis response system in the county. CES allows users to efficiently and effectively connect people to interventions that aim to rapidly resolve their housing crisis. CES works to connect the highest need, most vulnerable persons in the community to available housing and supportive services equitably.

### **Coordinated Entry System (CES) Assessment**

The Los Angeles County Coordinated Entry System utilizes a triage and prioritization assessment tool called the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT). This tool is implemented as part of CES to assist in prioritization of housing program resources based on participant vulnerability.

### **Crisis Housing**

Short term, low-barrier emergency shelter for participants experiencing a housing crisis, targeting those who are homeless or at imminent risk of becoming homeless. Crisis Housing provides clients with stability as they are quickly assessed for diversion, family reunification, self-resolution of homelessness, and/or connection to appropriate and eligible longer-term housing resources.

### **Diversion**

A strength-based, creative problem-solving conversation with people experiencing immediate housing crisis and who are currently seeking assistance through the homeless response system. Examples of diversion can include conflict resolution, family reunification, and one-time financial assistance that will assist with an alternative housing solution (short or long term) outside of the homeless response system.

### **Equal Access Gender Identity Policy**

On August 25, 2017, the LAHSA Board of Commissioners adopted its policy on equal access in accordance with an individual's gender identity in the Los Angeles Continuum of Care. This policy, titled Equal Access and Gender Identity (EAGI), requires that contractor, programs, shelters, other buildings and facilities, benefits, services and accommodations, regardless of funding source, ensure equal access to an individual in accordance with their gender identity.

### **Family**

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child

who is temporarily away from the home because of placement in foster care is considered a member of the family.

### **Funder**

Funder refers to any public or private agency or organization that provides direct financial contribution, as well as fiscal and programmatic administration and oversight, to non-profit organizations, community-based organizations, etc., for the operation and services of Interim Housing facilities and programs.

For the purposes of these Standards, funders may include, but not be limited to: Los Angeles Homeless Services Authority (LAHSA); Los Angeles County Department of Children and Family Services (DCFS); Los Angeles County Department of Public Social Services (DPSS); Los Angeles County Department of Health Services (DHS); Los Angeles County Department of Mental Health (DMH); Los Angeles County Department of Public Health (DPH); Housing and Community Investment Department of the City of Los Angeles (HCIDLA)

### **Harm Reduction**

Harm reduction is a set of practical strategies that reduces the negative consequences associated with drug use, including safer use, managed use, and non-punitive abstinence.

### **Housing First**

Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to safe, stable housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to safe, stable housing.

### **Intake**

Capturing basic client data into a database upon entry into a program (e.g., capturing and loading required data to HMIS upon entry to emergency shelter). This process shall also begin to identify a participants' service needs and lay the foundation for a housing plan to return the participant to stable housing.

### **Low Barrier**

Policies and practices designed to "screen in" rather than screen out applicants with the greatest barriers to housing, such as having very low-income, poor rental history, or criminal history. Low Barrier is an active approach to the Housing First model that ensures homeless participants and families may quickly exit homelessness.

### **Motivational Interview Principles**

A clinical approach that emphasizes a collaborative therapeutic relationship in which the clinician "draws out" the client's own motivations and skills for change, thereby empowering the client.

### **Practice Standards**

Practice Standards are minimum baseline requirements for each system component which all funders and funding administrators agree to adopt and incorporate into their program guidance and funding contracts with contractors.

**Reasonable Accommodation**

Under Title II of the Americans with Disabilities Act (ADA), a Reasonable Accommodation (RA)/Reasonable Modification (RM) is a modification in rules, policies, practices, or services, that is provided when such accommodations would be necessary to afford an individual with a disability equal opportunity to participate in programs and/or services of a covered agency. Provision of RA/RM could mean:

- Modification of rules, policies or practices;
- Removal of architectural or communication barriers; or
- Provision of auxiliary aids and services needed for an individual with a disability to utilize a public service.

**Recovery Bridge**

Recovery Bridge Housing (RBH) is a type of abstinence-based, peer supported housing that combines a subsidy for recovery residences with concurrent treatment in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or outpatient withdrawal management (OP-WM) settings. RBH is often appropriate for participants with minimal risk with regard to acute intoxication/withdrawal potential, biomedical, and mental health conditions. If there is risk potential, these concerns are to be managed by the treating provider.

**Recuperative Care**

Temporary housing in which participants receive health and mental health oversight, usually for an acute illness or injury.

**Stabilization Housing**

Temporary housing with case management and other supportive services for vulnerable participants, with the goal of improving participants' health and increasing their housing security.

**Safe Haven**

Safe havens are supportive housing that shall not require participation in services and referrals as a condition of occupancy. Instead, it is hoped that after a period of stabilization in a safe haven, residents will be more willing to participate in services or referrals and will eventually be ready to move to more traditional forms of housing.

**Transitional Housing**

Transitional Housing is conceptualized as an intermediate intervention between emergency shelter/crisis housing and permanent housing. It is intended to be more long-term, service-intensive and private than emergency shelters, yet remains time-limited to stays of three months to three years. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to address the issues that led to homelessness or kept them homeless, and begin to rebuild their support network.

**Trauma Informed Care**

Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participant and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service delivery and place priority on the trauma survivor's safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and

training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person's development.

**Winter/Seasonal Shelter**

A low-barrier to entry, hypothermia prevention program providing basic shelter operations (showers, two meals, a bed, open for a minimum of 14 hours).

**Warm Handoff (aka Linkages)**

A personalized participant referral or transfer of care from one service provider to another. A warm handoff typically includes a face-to-face introduction between participant and providers to promote successful connections with the new provider and minimize any service disconnection.



## APPENDIX B. GRIEVANCE POLICIES & PROCEDURES AND TERMINATION POLICIES & PROCEDURES

### Grievance Policies & Procedures

1. The following are the Grievance and Termination Policies and Procedures minimum standards.
  - a. Programs shall maintain a written set of Grievance Policies and Procedures and Termination Policies and Procedures.
  - b. Programs shall submit a copy of the Grievance Policies and Procedures and the Termination Policies and Procedures to the program's funder(s) for review and approval.
  - c. The Grievance Policies and Procedures and the Termination Policies and Procedures shall be discussed with participants during intake and copies offered to the participant.
  - d. Programs shall maintain documentation of the participant's signature acknowledging that the Grievance Policies and Procedures and Termination Policies and Procedures were discussed and offered to them or documentation that the client was unable/unwilling to sign the acknowledgement.
  - e. Grievance Policies and Procedures and Termination Policies and Procedures shall be prominently displayed in common area(s) in the facility.
2. Grievance Policies and Procedures shall include, but are not limited to, the following:
  - a. The identification of at least one staff and an alternate (by staff title, not name) who are responsible for addressing all grievances. The designated alternate shall be responsible for addressing grievances in which the designated staff is the subject of the grievance;
  - b. Information about how the participant can file a grievance, including information about how they can contact assigned staff(s) and alternate(s) to file a grievance;
  - c. A timeline not to exceed 72 hours in length, during which the participant will acknowledge the grievance being received and a timeline not to exceed 10 business days during which the participant will receive a written decision about the grievance that includes the factors that led to the final determination;
  - d. Information about how the grievance will be reviewed, including a discussion of what facts will be used in the review;
  - e. Information about the appeal process to be entered into if the participant is not in agreement with the grievance decision including the identification of at least one staff and an alternate (by staff title, not name) who are responsible for a second level review of the grievance and a timeline not to exceed 72 hours in length, during which the participant will receive acknowledgement of the request for a second level review of the grievance being received and a timeline not to exceed 10 business days during which the participant will receive a second level written grievance decision that includes a statement of the factors that led to the final determination;
  - f. Information about the appeal process to be entered into if the participant is not in agreement with the second level grievance decision that includes discussion of the client's right to contact the Department of Public Health, the funder or Dispute Resolution Services for review of the program's decision, and the contact information for these entities;
  - g. Request for Dispute Resolution Services may be referred to the:

Office of the Los Angeles City Attorney Dispute Resolution Program  
City Hall  
200 N Spring Street, 14<sup>th</sup> Floor  
Los Angeles, CA 90012  
Office: (213) 978-1880

Fax: (213) 978-1312

Email: [Mediate@lacity.org](mailto:Mediate@lacity.org);

- h. Discussion of how the confidentiality of the participant who filed a grievance and the written grievance will be ensured; and
- i. Discussion of the receipt and outcome of all grievances will be documented and maintained including the date the grievance was submitted, the date the submission was acknowledged, the staff that addressed the grievance and the date the participant received the written grievance disposition.

### **Termination Policies and Procedures**

1. Termination Policies and Procedures shall include, but are not limited to, the following:
  - a. The reasons for terminations. These reasons might include possession of weapons, sexual misconduct, behaviors that are a danger to others, verbally/physically threatening behaviors, or direct observation of participant engaging in illegal activity on site.;
  - b. Contacting the funder, if required, prior to terminating the participant. Exceptions to this include behaviors necessitating calling 911 and situations requiring immediate termination that occur on the weekends and evenings. In these instances, and if required, the funder shall be contacted the following business day;
  - c. Discussion of how participants will receive written notification of terminations and informed that they may appeal the decision by filing a grievance; and
  - d. Discussion of how terminations will be documented, and the maintenance of any police reports or other documents associated with the termination such as written confirmation of meetings with the participants regarding their possibly being terminated.

## APPENDIX C. ADA COMPLIANCE

The following section outlines requirements related to ADA compliance. If a site is unable to comply with any of the following standards, programs shall document that reasonable accommodations to meet the accessibility needs of participants was provided, and program must ensure that documentation of reasonable accommodations is filed for future monitoring.

1. Facilities shall be accessible to participants with mobility devices.
2. Facilities shall not have areas, in or out of the property, with broken, raised, or unlevel sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
3. Entry into the facility shall be accessible to participants with limited mobility, including participants who use wheelchairs or scooters, manually-powered mobility aids such as walkers, crutches, or canes.
4. The exterior of the facility shall be accessible for participants with disabilities when approaching, entering or inside the location.
5. Programs shall provide at least one restroom with at least one stall with a five-foot turning radius.
6. All restrooms established under this section shall have handles for an individual using a mobility device to move themselves without assistance.
7. If parking is available at the facility, programs shall provide at least one ADA accessible van parking space for every 25 non-accessible parking spaces. The accessible space shall provide enough room for a van with a hydraulic side lift to go up and down without any issue.
8. All fire alarm systems and fire extinguishers shall be no more than 48 inches from the ground for easy access in case of an emergency.
9. All programmatic areas shall be accessible for an individual with a mobility device.
10. Programs shall provide at least one shower accessible for those with a mobility device, regardless of gender.
11. Program sites with more than 50 beds shall provide at least one accessible roll-in shower or at least two transfer ADA shower seats.
12. Programs shall provide accessible beds for persons with mobility disabilities designed for easy transfer from a mobility device.
13. If there are common/communal areas located at the facility, they shall be accessible for all participants, including those with mobility devices.
14. If there is a dining area located in the facility, it shall be accessible for all participants, including those with mobility devices.
15. Doors within the facility shall be equipped with a handle which can be opened with a closed fist rather than a knob.
16. Accessibility postings shall be posted in plain sight in a common area of the facility.