

LOS ANGELES HOMELESS SERVICES AUTHORITY

2017-2020 CNGFH AGREEMENT

AMENDMENT NUMBER ONE

34958

Contractor: City of Long Beach

Original Contract Number: 2017CNGFH171

This Contract Number: 2017CNGFH171 – Amendment One

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

Total Contract Amount as Amended: \$3,981,412

This Amendment One Term: July 1, 2018 to June 30, 2019

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

CFDA: NONE
DUNS: 07-5295832

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

THIS AMENDMENT NUMBER ONE ("Amendment Number One") 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, LAHSA and Contractor now desire to amend the Agreement for the purposes of: (a) decreasing Program Year 17-18 funding in the amount of one hundred fifteen thousand four hundred seventy-four dollars and no cents (\$115,474.00), which rolls over into the 18-19 Program year; (b) adding funding in the amount of three million two hundred fifty-seven thousand five hundred seventeen dollars and no cents (\$3,257,517.00) for the Program Year of 2018-19 for a total contract amount of three million nine hundred eighty-one thousand four hundred twelve dollars and no cents (\$3,981,412.00); (b) updating the Statement of Work; and (c) making such other changes as are required in connection with all of the foregoing, as detailed elsewhere in this Amendment Number One;

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 FF** Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care Policy, and

b. **Exhibit GG** LAHSA Facility Standards

ii. Delete "**Exhibit W** LAHSA Minimum Shelter Standards" and replace with "**Exhibit W** LAHSA Program 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 **three million nine hundred eighty-one thousand four hundred twelve dollars and no cents (\$3,981,412.00)** 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.
- 2. The Annual Maximum Contract Amount for Fiscal Year July 1, 2017 through June 30, 2018 shall not exceed **\$723,895**.
- 3. The Annual Maximum Contract Amount for Fiscal Year July 1, 2018 through June 30, 2019 shall not exceed **\$3,981,412** ."
- 3. Section 8. **INDIRECT COSTS**, is hereby deleted in its entirety and replaced with the following:

"Payment for indirect costs may be provided as specified in **Exhibit B**, Program Budget"
- 4. Section 11. **ADVANCE PAYMENTS**, is hereby deleted in its entirety and replaced with the following:

"Advance may be provided as specified in **Exhibit B**, Program Budget."
- 5. Section 25. **PARTICIPANT TERMINATION AND GRIEVANCE POLICIES AND PROCEDURES**, is hereby deleted in its entirety and replaced with the following:

"Contractors must maintain a written set of Grievance and Termination Policies and Procedures that comply with LAHSA requirements, as specified in **Exhibit W**, LAHSA Program Standards. Contractor must submit a copy of said policies and procedures as required by this Agreement. A copy of such policies and procedures is attached hereto as **Exhibit T**, Contractor's Grievance Policies and Procedures, and **Exhibit T** Contractor's Termination Policies and Procedures, and incorporated herein by reference."
- 6. Section 27. **PROPERTY MAINTENANCE STANDARDS**, is hereby deleted in its entirety and replaced with the following:

"Contractor providing services under this Agreement must ensure that sufficient property maintenance shall be provided to the facility where services are being provided, as specified in the LAHSA Facility and Program Standards attached hereto as **Exhibit GG** and **Exhibit W** and incorporated herein by reference."
- 7. Section 30. **LAHSA PROGRAM MONITORING**, third paragraph, is hereby amended as follows:

Delete "LAHSA's Minimum Program Standards" and replace with "LAHSA's Facility Standards and Program Standards".
- 8. Section 37. **GENERAL INSURANCE REQUIREMENTS**, Sub-section B. is hereby amended as follows:
 - A. Sub-sub-section 4. first sentence, immediately after "relate in any way" add "to care and supervision of seniors, other vulnerable persons, and/or".
 - B. Add the following sub-sub-section 8.:

"Privacy/Network Security (Cyber) Liability. Insurance coverage providing protections against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems. No exclusion/restriction of unencrypted portable devices/media may be on the policy."

9. Section 45. **SUBCONTRACTS**, is hereby amended as follows:

i. Sub-sub-section B.1. add the following: "Subcontracts will be made available to LAHSA as requested."

ii. Add the following Sub- sections I and J:

"I. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance.

J. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated."

10. Section 67. **SECURITY CLEARANCE AND TUBERCULOSIS TEST OF STAFF AND VOLUNTEERS**, Sub-section B.1.ii., is hereby amended as follows:

Add: "and **Exhibit W**, LAHSA Program Standards."

11. Section 106, **AGREEMENT**, is hereby amended as follows:

First line, delete "EE" and replace with "GG".

12. The following Section, **VIOLENCE AGAINST WOMEN ACT**, is hereby added to the Agreement as follows:

"VIOLENCE AGAINST WOMEN ACT

A. On January 26, 2018, LAHSA's Board of Commissioners approved the addition of the "Housing Protections Under the Violence Against Women Act in the Los Angeles CoC" ("LAHSA's VAWA Policy") into all contracts between LAHSA and its Contractors. LAHSA's VAWA Policy requires that, pursuant to 2016 HUD's Final Rule on VAWA, its contractors comply with all provisions of the Violence Against Women Act of 2013. LAHSA's VAWA Policy additionally expands protections in the Violence Against Women Act of 2013. **Exhibit FF**, LAHSA's VAWA Policy, is attached hereto and incorporated herein by such reference.

B. Failure of Contractor to comply with the LAHSA's VAWA Policy will be deemed to be a material breach of this Agreement by LAHSA.

C. If Contractor fails to comply with LAHSA's VAWA Policy, LAHSA may cancel, terminate, or suspend this Agreement, in whole or in part, and all monies due or to become due under this Agreement may be retained by LAHSA. LAHSA may also pursue any and all other remedies at law or in equity for any breach, including debarment.

D. Failure to comply with the LAHSA's VAWA policy may be used as evidence against Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code §10.40, et seq., Contractor Responsibility Ordinance."

13. **Exhibit A, Statement of Work**, is hereby amended as follows:

Add **Exhibit A-1, Statement of Work for Fiscal Year 2018-2019**, attached hereto and incorporated herein by such reference. Any and all references to **Exhibit A, Statement of Work**, in the Agreement, its Table of Contents, and/or Exhibits and any related amendments shall hereby incorporate and include **Exhibit A-1**.

14. **Exhibit B, Project Budget**, is hereby amended as follows:

Delete **Exhibit B, Program Budget** and replace with **Exhibit B-1, Project Budget for Fiscal Year 2017-2018 and 2018-2019**, attached hereto and incorporated herein by such reference. Any and all references to **Exhibit B, Project Budget**, in the Agreement, its Table of Contents, and/or Exhibits and any related amendments shall hereby incorporate and include **Exhibit B-1**.

15. **Exhibits M, Contractor Acknowledgement and Confidentiality Agreement** and **N, Contractor's Non-Employee Acknowledgement and Confidentiality** are hereby deleted in their entirety and replaced with **Exhibits M-1 Revised**, and **N-1 Revised**, attached hereto and incorporated herein by reference. Any and all references to **Exhibits M** and **N** shall include **M-1 Revised**, and **N-1 Revised**.

16. **Exhibit W, LAHSA Minimum Shelter Standards**, is hereby deleted in its entirety and replaced with **LAHSA Program Standards Revised**, attached hereto and incorporated herein by reference. Any and all references to **Exhibit W, LAHSA Minimum Shelter Standards**, in the Agreement, its Table of Contents, and/or Exhibits and any related amendments shall hereby incorporate and include **Exhibit W, LAHSA Program Standards Revised**.

17. **Exhibit FF, Housing Protections Under the Violence Against Women Act (VAWA)** in the Los Angeles Continuum of Care Policy is hereby added to the Agreement. **Exhibit FF** is attached hereto and incorporated herein by such reference.

18. **Exhibit GG, LAHSA Facility Standards**, is hereby added to the Agreement. **Exhibit GG** is attached hereto and incorporated herein by such reference.

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19. This Amendment Number One 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 One and it includes 7 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: _____

For: City of Long Beach


Internal Revenue Service ID Number:
95-6000733

By: 
Name: Patrick H. West
Title: City Manager

Tom Modica
Assistant City Manager
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

Executed on this date: 5/31/19

APPROVED AS TO FORM
May 23, 2019
CHARLES PARKIN, City Attorney
By: 
SARAH E. GREEN
DEPUTY CITY ATTORNEY

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

Exhibit A-1
Statement of Work for Fiscal Year 2018-2019
(on next page)

Contractor: City of Long Beach

Agreement: 2017CNGFH171 – Amendment One

FOR THE CITY OF LONG BEACH
BY THE CITY CLERK
DATE: 10/10/17

**STATEMENT OF WORK
MEASURE H
CITY OF LONG BEACH
FY 2018-2019**

The following outlines the Statement of Work for the five (5) key strategies that the City of Long Beach will be administering under Measure H Funding. The key strategies include Homeless Prevention, Rapid Rehousing, Strengthening the Coordinated Entry System, Street Outreach and Year-Round Shelter Operations.

Agencies funded through Measure H will be required to adhere to programmatic requirements as follows:

- **Program Participant Eligibility:** The selected agency will conduct an evaluation in accordance with the coordinated entry system assessment to determine: 1) eligibility of everyone or family for assistance, and 2) the amount and types of assistance needed to achieve or regain stability in permanent housing.
- **Reporting:** The agency will be required to submit performance reports on outputs and outcomes, including information on the number a
- **Demographics** of participants served to date.
- **Homeless Management Information System (HMIS) Participation:** The agency will utilize the Long Beach HMIS or comparable database for domestic violence providers. Program participant data entry is required daily for service coordination purposes.
- **Coordinating with other resources:** The agency will coordinate with other resources to ensure housing retention.
- **Certification of Homelessness or At-Risk of Homelessness:** The agency will be required to complete certification forms in order to document program participant eligibility.
- **Confidentiality:** The agency will ensure the security and confidentiality of program participants and their protected identifying information.
- **Housing First:** The agency shall adhere to Housing First principles.
- **Universal Assessment:** The agency shall utilize the VI-SPDAT, adopted by the Long Beach CoC as the universal assessment tool to assess program participants' housing and service needs.
- **Coordinated Entry System:** The agency shall work in collaboration with the broader CoC system in Long Beach, including participating in the Long Beach CES.

I. STRATEGY A5: HOMELESS PREVENTION PROGRAM

Scope of Work

The objective of Homelessness Prevention is to provide a short-term targeted intervention to address people's housing crisis before they become homeless. The population for Homelessness Prevention services are adults who have not experienced homelessness in the past who: are facing a housing crisis, are currently at imminent risk of becoming homeless, and have been screened and identified as having high risk factors.

Eligible Program Activities

Eligible Costs and Services for Homelessness Prevention are listed below and are applicable to households with residences within the Long Beach jurisdiction:

1. *Housing Relocation and Stabilization Services*
 - Financial Assistance Costs:
 - Security Deposits
 - Utility Deposits
 - Utility Payments
 - Services Costs:
 - Housing Search and Placement
 - Housing Stability Case Management
 - Mediation
 - Credit Repair
2. *Short-term Rental Assistance*
 - Maximum period for rental assistance with Measure H funds is up to 2 months. Rental assistance is considered a one-time payment for up to 2 months of rent in arrears, including any late fees on those arrears.

Staffing Responsibilities for Diversion Component

The City of Long Beach will provide diversion activities for households at imminent risk of homelessness to stabilize their housing crisis by diverting to alternative prevention funding and other community resources.

Direct Service Staffing

Diversion Specialist (1 FTE)- Duties to include:

- Conduct standardized housing screening and assessment of households at imminent risk of homelessness within the City of Long Beach.
- Coordinate with Long Beach Continuum of Care funded and unfunded partners to ensure seamless and integrated care.
- Utilize evidence based practices (motivational interviewing, harm reduction, and housing first) to create crisis housing plans in cases where housing cannot be stabilized
- Assist in the facilitation of the Discharge Planning Collaborative, a congregation of hospitals and medical facilities located within the City of Long Beach.
- Work closely with Homeless Impacts Coordinator and Long Beach Coordinated Entry staff to remain updated regarding housing opportunities within the Long Beach Continuum of Care.
- Develops resource and referral information regarding additional mental health and substance use disorder programs and services available for those experiencing homelessness.
- Develops partnerships with faith-based communities, constituents, businesses, medical providers, and mental health providers city-wide to create referral partnerships.
- Manage and maintain all client documentation, including individual progress notes of client interaction and input into the Homeless Management Information System (HMIS).
- Facilitate weekly client support groups to discuss housing hardships and barriers to housing
- Once stabilized, provide retention and follow up service coordination to ensure housing stabilized.
- Other duties as assigned

Administrative Responsibilities

The City of Long Beach will be responsible for monitoring program and fiscal compliance of the agency selected to administer the Homeless Prevention Program. The agency will be required to submit adequate information necessary to monitor program accountability and progress in accordance with

City of Long Beach requirements. These conditions include: programmatic reports, invoices with supporting documentation of eligible expenditures and insurance/contract requirements as stated within the RFP.

Performance Measures

1. Completed a housing stability plan within 30 days of assessment for program eligibility: 80%
2. Percent of actively case managed program participants who received one or more of the following: 70%:
 - Mainstream noncash benefits
 - Employment assistance
 - Mental health services
 - Substance abuse services
 - Health services
3. Remained housed six (6) months after receiving assistance: 85%.

II. STRATEGY B3: SUBSIDIZE HOUSING – PARTNER WITH CITIES TO EXPAND RAPID RE-HOUSING

Scope of Work

In agreement with the Los Angeles County CEO's Office and the Los Angeles Homeless Services Authority, the City of Long Beach will utilize funds to support RRH retention activities. These activities will include case management services, outreach services, linkage to health/mental services, access to permanent housing opportunities, housing retention and provide administrative support for this grant. These efforts will be targeted to households that currently have a housing subsidy and are at immediate risk of homelessness.

The objective of RRH is to move single adults experiencing homelessness into Permanent Housing as quickly as possible, and to achieve housing stability through a combination of rental assistance and supportive services. RRH has been demonstrated to be a valuable strategy to quickly transition individuals into permanent housing with appropriate supports. The population for RRH is single adults experiencing homelessness, but are not chronically homeless and would benefit from short to intermediate housing intervention and supportive services to regain housing stability. Single adults are defined as households where all members are age 18 and over.

Eligible Program Activities

Rapid Rehousing Projects supported by Measure H funds shall be administered by the City in a manner consistent with federal CoC program as set forth in 24 CFR Part 578, except as otherwise provided in these Program Requirements and the Long Beach CoC Written Standards. In the event of any inconsistency between the requirements of the Long Beach Measure H Rapid Rehousing Program and the HUD Rapid Rehousing Program, the guidelines for the Long Beach Measure H Rapid Rehousing Program shall prevail.

Eligible Costs and Services for RRH are listed below and are applicable to households with residences within the Long Beach jurisdiction:

1. *Rental Assistance*
 - Short-term (up to 3 months) and Medium-term (4-24 months) tenant-based rental assistance
 - Security Deposits (up to 2 months)
 - 1st and last month's rent

- Property damage
- 3. *Supportive Services Costs*
 - Assistance with Moving Costs
 - Case Management
 - Child care
 - Education Services
 - Employment Assistance/Job Training
 - Food
 - Housing Search and Counseling Services
 - Life Skills trainings
 - Outpatient health services (includes mental health services and substance abuse treatment services)
 - Landord Management
 - Transportation
 - Utility Deposits

Performance Measures for RRH

1. Exited to Permanent Housing: 60%
2. Increased Income from All Sources: 15%
3. Moved in Within 120 Days of Enrollment: 70%
4. Remained Housed After Six (6) Months: 85%

Staffing Responsibilities for Housing Retention Component

The City of Long Beach will employ staff who provide case management services, outreach services, linkage to health/mental services, access to permanent housing opportunities, housing retention and provide administrative support for this grant.

Direct Service Staffing

1. *Housing Retention Specialist (2 FTE)- Duties to include:*
 - Identify potential participants for program enrollment;
 - Provide regular, ongoing engagement to develop rapport and to provide linkages to treatment such as substance abuse, health services, and mental health services as needed;
 - Assist in the completion of necessary documentation for public benefits and other services as needed;
 - Assist in securing permanent housing and supportive services;
 - Conduct follow up home visits to ensure housing retention and lease agreement compliance;
 - Utilize Critical Time Intervention to ensure effective transition from homelessness to housing and strengthening their network of support in the community; and

- Be part of an interdisciplinary team that includes social service organizations, mental health and substance abuse treatment programs and health care providers.
2. *Public Health Nurse (0.5 FTE) - Duties to include:*
- Support the Coordinated Entry System staff in addressing the healthcare needs of homeless individuals.
 - Participate in a multi-disciplinary street outreach team to engage individuals in homeless camps, shelters, and provide health assessments in non-traditional settings.
 - Assist in triaging, evaluating and promoting the health of homeless individuals, and provide the needed support in improving the quality of life of the homeless community.
 - Provide on-site care, situational health education, disease management, medication reconciliation, and preventive care activities.
 - Provide case management, refer and link individuals to appropriate medical/specialty care.
 - Serve as a medical liaison with medical personnel and hospitals, participate in case conferences, and assist with hospital discharge planning of homeless individuals.
3. *Housing Locator (0.5 FTE)- Duties to include:*
- Conduct outreach and create partnerships with landlords/property managers in the Long Beach area.
 - Maintain relationships with partner or prospective landlords with an emphasis on identifying housing opportunities for homeless households.
 - Work with Case Managers and clients to identify a housing plan and address potential barriers to housing.
 - Identify housing opportunities based on client needs.
 - Work with landlords and clients to facilitate the application and move-in process.
 - Assist with planning and implementing landlord appreciation efforts, landlord appreciation events and promotions.
 - Receive and respond to landlord concerns regarding housed clients. If a resolution cannot be immediately reached, quickly route concerns to appropriate parties.
 - Monitor landlord-tenant interactions for evidence of discrimination or unfair treatment.
 - Attend landlord and community meetings to recruit potential landlords, build relationships and represent the City of Long Beach.
4. *Resource Liaison (0.3 FTE) - Duties to include:*
- Leads efforts to identify local gaps in services and promote access and linkages for homeless services citywide.
 - Develops resource and referral information regarding additional mental health and substance use disorder programs and services available for people experiencing homelessness.
 - Coordinates with the Fire and Police Departments to effectively align services at the MSC.
 - Develops partnerships with faith-based communities, constituents, businesses, medical providers, and mental health providers city-wide to create referral partnerships.

- Assists with the planning and coordination of community focus groups and public education campaigns.
- Conducts community outreach and engagement activities around homeless services to increase access to services for special needs populations.
- Researches and analyzes local, state, and national priorities related to homeless services.
- Leads the data collection efforts for the Outreach Work Group, and other programming as designated.
- Assists and supports crisis response, triage, and daily service coordination efforts.

Administrative Responsibilities

The City of Long Beach will be responsible for monitoring program and fiscal compliance of the agency selected to administer the RRH Program. The agency will be required to submit adequate information necessary to monitor program accountability and progress in accordance with City of Long Beach requirements. These conditions include programmatic reports, invoices with supporting documentation of eligible expenditures and insurance/contract requirements as stated within the RFP. The City's Program Coordinator and Program Analyst for Measure H funds will provide the administrative support to ensure programmatic and fiscal compliance.

Performance Measures

1. Remained housed after six (6) months: 85%.
2. Increased income from all sources: 15%
3. Percent of actively case managed program participants who received one or more of the following: 70%:
 - Mainstream noncash benefits
 - Employment assistance
 - Mental health services
 - Substance abuse services
 - Health services

III. STRATEGY E6: COUNTYWIDE STREET OUTREACH

Scope of Work

The City of Long Beach will employ staff who provide outreach services, access to permanent housing opportunities, linkage to health/mental health services and provide administrative support for this grant. The objective of this grant will be to enhance Street Outreach efforts. The Long Beach Street Outreach Network is multi-disciplinary team comprised of City of Long Beach staff from the department of Health and Human Services, Police, Fire along with social service providers. Street outreach is often the first point of contact for individuals who are residing on the streets who are experiencing multiple barriers to housing including substance use, mental health and medical conditions. The team utilizes a Housing First approach in its outreach and engagement activities. Measure H will provide funding for staff who will utilize best practices to engage and link street homeless individuals to housing and supportive services.

Direct Service Staffing

1. Outreach Worker (3.25 FTE)- Duties to include:

- Lead and implement homeless community outreach, education, and response.
- Create and implement engagement strategies to encourage people to engage in services to resolve their barriers to permanent housing.
- Identify encampments and locations where people experiencing homeless congregate.
- Engage individuals and families experiencing homelessness to identify needs and introduce them to available services.
- Participate in outreach events as part of an interdisciplinary team with the Outreach Work Group.
- Maintain consistent contact with area businesses in Long Beach to assist with outreach to people experiencing homelessness.
- Manage and maintain all client documentation, including individual progress notations of client interaction.

2. *Hospital Navigator (1 FTE)- Duties to include:*

- Conduct in-reach at local hospitals to assist homeless patients.
- Work with hospital staff to provide linkages to community services for homeless patients.
- Initiate contact and establish a working interaction with homeless patients for the purpose of providing assistance with attaining housing and access to needed services.
- Work closely with case managers/hospital social work staff working with the homeless patients to remove barriers to them getting permanent housing. Track their progress through the housing process.
- When shelter or social service linkage is not obtained, continue to engage with homeless patient and provide support during hospitalization and after discharge from hospital.
- Assist in obtaining housing readiness documentation such as ID, social security card and income verification.
- Assist in completion of housing applications and accompany individual to housing appointments when needed.
- Maintain complete client records, daily activity logs, mileage logs, and other reports as directed.
- Establish and maintain positive, productive working relationships with hospital staff, other mental health programs, shelter programs, and providers of services and resources to homeless persons.
- Attend staff meetings, case conferences, training workshops and community meetings as needed.

3. *Outreach Coordinator (1 FTE)- Duties include:*

- Work closely with homeless service providers, physical and mental health agencies, Veteran service providers, law enforcement, funders and other stakeholders to better coordinate how we outreach and connect individuals experiencing homelessness to pathways to housing.
- Triage community and provider outreach requests, including outreach calls that

come directly from the outreach hotline and the LAHOP.

- Establish and maintain effective working relationships with relevant partners to streamline referral network linkages to mental health care, health services, other supportive services, and housing navigation teams.
- Facilitate Outreach Network meetings with all existing outreach teams/staff on a biweekly basis.
- Identify and implement creative outreach strategies.
- Help educate the community and other providers about outreach best practices
- Track and evaluate outreach data.
- Provide monthly reporting on Outreach trends, efforts and progress towards meeting goals

4. *Public Health Nurse (0.5 FTE)- Duties as previously mentioned.*

5. *Resource Liason (0.2 FTE) - Duties as previously mentioned.*

Administrative Responsibilities

The City's Program Coordinator and Program Analyst for Measure H funds will provide the administrative support to ensure programmatic and fiscal compliance.

Performance Measures

1. Achieve nine hundred (900) street outreach contacts during the operational year.
2. Achieve fifty (50) percent acceptance rate for outreach services.
3. Complete a VI-SPDAT on twenty (20) percent of outreach contacts.
4. Link seventy (70) percent of individuals who accept outreach services to one of the following:
 - Mainstream noncash benefits
 - Employment assistance
 - Mental health services
 - Substance abuse services
 - Health services
5. Referred or exited to crisis/bridge housing: 10%.
6. Referred to permanent housing, rapid rehousing or supportive housing: 10%
7. Exited to permanent housing: 5%

IV. STRATEGY E7: STRENGTHEN THE COORDINATED ENTRY SYSTEM

Scope of Work

The City of Long Beach will employ staff who provide case management services, access to permanent housing opportunities and provide administrative support for this grant. The objective of this grant will be to enhance the existing Coordinated Entry System (CES). The Long Beach CES prioritizes access to housing and services based on service need. The Multi-Service Center serves as the primary CES hub for the Long Beach Continuum of Care, where people experiencing homelessness or are at-risk of homelessness can easily access crisis services, have their needs assessed and prioritized consistently, and, based upon those needs, be connected with appropriate housing interventions and supportive services. Measure H funds will support two (2) FTEs who will help enhance communication, utilize best practices and housing/real-estate expertise in securing units, increase efficiency, and minimize duplication of landlord contacts.

Staffing Items/Responsibilities

1. CES Matcher (1 FTE)- Duties include:

- Creates and maintains the Coordinated Entry database of clients seeking permanent housing.
- Facilitates the housing prioritization process and matches clients to eligible housing opportunities.
- Collects and analyzes client feedback on the Coordinated Entry matching process.
- Analyzes and interprets program data to identify potential system barriers.
- Prepares and analyzes reports to assess the accuracy of program data entry into the Homeless Management Information System.
- Collaborates with Coordinated Entry agency staff to improve quality management.
- Coordinates with program partners to provide initial, on-going, and annual trainings, including those related to Coordinated Entry System policies and procedures.
- Facilitates Coordinated Entry case conferencing and meetings as needed for Long Beach Continuum of Care partner agencies.
- Attends Service Plan Area 8 Coordinate Entry meetings to coordinate with regional partners.

2. Housing Navigator (1 FTE)- Duties as previously mentioned.

3. Housing Locator (0.5 FTE)- Duties as previously mentioned.

Administrative Responsibilities

The City's Program Coordinator and Program Analyst for Measure H funds will provide the administrative support to ensure programmatic and fiscal compliance.

Performance Measures

1. Increase the number of persons exiting to permanent housing: 80%.
2. Percent of program participants who stayed in permanent housing for six (6) months or longer: 80%.
3. Percent of actively case managed program participants who received one or more of the following: 70%:
 - Mainstream noncash benefits
 - Employment assistance
 - Mental health services
 - Substance abuse services
 - Health services
4. Conduct three (3) landlord engagement events during the operational year.
5. Connect with five (5) new landlord/property management entities.

V. YEAR ROUND SHELTER OPERATIONS

The City of Long Beach is providing the following activities under the E8 strategy

- Additional funding for the SPA 8 Family Solution System for crisis/bridge housing in the amount of \$150,000 to be used for motel costs
- Long Beach will utilize its E8 allocation to provide one time funding under the administration of the Los Angeles Homeless Services Authority to fund Catholic Charities' Project Achieve shelter to cover the time period of 1/1/2019 to 6/30/19.
- Funding for crisis/bridge beds for the CES in Long Beach in the amount of \$199,000. These beds will serve single adults.
- The City of Long Beach will support and augment the coordinated entry and year-round shelter (YRS) operations by providing an additional access center that includes: outreach and engagement of services, temporary storage of belongings while accessing services or staying at the year-round shelter. The goal of providing an additional access site is to facilitate individuals' access to the YRS, linkage to supportive services and obtaining permanent housing. Programming will include a safe secure place for people to store their personal belongings, on site outreach and engagement activities, and facilitate coordination among City departments and broader Continuum of Care partners including the faith based organizations and other community based partners. The additional access site will also provide additional capacity for the safe parking program and jobs program.

Exhibit B-1
Program Budget for Fiscal Year 2017-2018 and 2018-2019
(On Next Page)

Contractor: City of Long Beach

Agreement: 2017CNGFH171 – Amendment One

Agency Name: City of Long Beach
 Program Name: Long Beach Continuum of Care
 Contract #: 2017CNCOPH171
 Funding Source: Measure H \$ 723,895
 Total Award: \$ 723,895

Fiscal Year 1748

Funding Allocation - By Funding Source/Contract

Program Component	Measure H AS	Measure H B3	Measure H B6	Measure H E7	Total
Crash Response	\$ -	\$ -	\$ -	\$ -	\$ -
Street Outreach	\$ -	\$ -	\$ 131,267	\$ -	\$ 131,267
Homeless Services	\$ -	\$ -	\$ -	\$ 113,150	\$ 113,150
Recovery Services	\$ -	\$ -	\$ -	\$ -	\$ -
Prevention Division	\$ 65,221	\$ -	\$ -	\$ -	\$ 65,221
Total	\$ 65,221	\$ -	\$ 131,267	\$ 113,150	\$ 213,638

Program Component	Measure H AS	Measure H B3	Measure H B6	Measure H E7
Crash Response				
Street Outreach			0701/18-0630/19	
Homeless Services				0701/18-0630/19
Recovery Services				
Prevention Division	0701/18-0630/19			

Agency Name: City of Long Beach
 Program Name: Long Beach Continuum of Care
 Contract #: 2017CNGFFH171
 Funding Source: Measure H \$ 65,922
Total Award: \$ 65,922

Funding Allocation - By Funding Source/Contract

Program Component	Measure H AS	Total
Prevention Diversion	\$ 65,922	\$ 65,922
Total	\$ 65,922	\$ 65,922

Funding Term - Dates

Program Component	Measure H AS
Prevention Diversion	10/01/18-06/30/19

Agency Name: City of Long Beach
 Program Name: Long Beach Continuum of Care
 Contract #: 2017CNGFHI71
 Funding Source: Measure H \$ 413,556
 Total Award: \$ 413,556

Funding Allocation - By Funding Source/Contract

	Program Component	Measure H B3	Total
	Rapid Rehousing	\$ 413,556	\$ 413,556
	Total	\$ 413,556	\$ 413,556

Funding Term - Dates

Program Component	Measure H B3
Rapid Rehousing	07/01/18-06/30/19

Agency Name: City of Long Beach
 Program Name: Long Beach Continuum of Care
 Contract #: 2017CNGFHH71
 Funding Source: City GF \$ -
 Funding Source: City ESG \$ -
 Funding Source: State ESG \$ -
 Funding Source: County ESG \$ -
 Funding Source: County GF \$ -
 Funding Source: Measure H \$ 131,267
Total Award: \$ 131,267

Funding Allocation - By Funding Source/Contract

Program Component	Measure H E6	Total
Street Outreach	\$ 131,267	\$ 131,267
Total	\$ 131,267	\$ 131,267

Funding Term - Dates

Program Component	Measure H E6
Street Outreach	07/01/18-06/30/19

Agency Name: City of Long Beach
 Program Name: Long Beach Continuum of Care
 Contract #: 2017CNGFH171
 Funding Source: Measure H \$ 113,150
Total Award: \$ 113,150

Funding Allocation - By Funding Source/Contract

Program Component	Measure H E7	Total
Housing Navigation	\$ 113,150	\$ 113,150
Total	\$ 113,150	\$ 113,150

Funding Term - Dates

Program Component	Measure H E7
Housing Navigation	07/01/18-06/30/19

Agency Name: City of Long Beach
 Program Name: Long Beach Continuum of Care
 Contract #: 3017CNGPH171
 Funding Source: Measure H \$ 3,257,517
 Total Award: \$ 3,257,517

Fiscal Year 18-19

Funding Allocations - By Funding Source/Contract

Program Component	Measure H A5	Measure H B5	Measure H E6	Measure H E7	Measure H E8	Measure H E14	Measure H B3 DHS	Total
Crisis Housing	\$ -	\$ -	\$ -	\$ -	\$ 819,237	\$ -	\$ -	\$ 819,237
Street Outreach	\$ -	\$ -	\$ 203,345	\$ -	\$ -	\$ -	\$ -	\$ 203,345
Housing Navigation	\$ -	\$ 991,803	\$ -	\$ 341,752	\$ -	\$ -	\$ -	\$ 1,333,555
Rapid Rehousing	\$ 350,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,144
Prevention Division	\$ 350,144	\$ 991,803	\$ 203,345	\$ 341,752	\$ 819,237	\$ -	\$ -	\$ 2,706,281
Total	\$ 700,288	\$ 991,803	\$ 203,345	\$ 341,752	\$ 819,237	\$ -	\$ -	\$ 3,257,517

Funding Term - Dates

Program Component	Measure H A5	Measure H B5	Measure H E6	Measure H E7	Measure H E8	Measure H B3 DHS
Crisis Housing					07/01/18-06/30/19	
Street Outreach			07/01/18-06/30/19			
Housing Navigation		07/01/18-06/30/19		07/01/18-06/30/19		
Rapid Rehousing		07/01/18-06/30/19				07/01/18-06/30/19
Prevention Division	07/01/18-06/30/19					

Agency Name: City of Long Beach
Program Name: Long Beach Continuum of Care
Contract #: 2017CNGFH171
Funding Source: Measure H \$ 359,144
Total Award: \$ 359,144

Funding Allocation - By Funding Source/Contract

	Measure H A5	Total
Program Component		
Prevention Diversion	\$ 359,144	\$ 359,144
Total	\$ 359,144	\$ 359,144

Funding Term - Dates

Program Component	Measure H A5
Prevention Diversion	07/01/18-06/30/19

Agency Name: City of Long Beach
 Program Name: Long Beach Continuum of Care
 Contract #: 2017CNGFH171
 Funding Source: Measure H \$ 1,534,039
 Total Award: \$ 1,534,039

Funding Allocation - By Funding Source/Contract

Program Component	Measure H B3	Measure H B3 DHS	Total
Rapid Rehousing	\$ 991,803	\$ 542,236	\$ 1,534,039
Total	\$ 991,803	\$ 542,236	\$ 1,534,039

Funding Term - Dates

Program Component	Measure H B3	Measure H B3 DHS
Rapid Rehousing	07/01/18-06/30/19	07/01/18-06/30/19

Agency Name: City of Long Beach
Program Name: Long Beach Continuum of Care
Contract #: 2017CNGFHI71
Funding Source: City GF \$ -
Funding Source: City ESG \$ -
Funding Source: State ESG \$ -
Funding Source: County ESG \$ -
Funding Source: County GF \$ -
Funding Source: Measure H \$ 203,345
Total Award: \$ 203,345

Funding Allocation - By Funding Source/Contract

Program Component	Measure H E6	Total
Street Outreach	\$ 203,345	\$ 203,345
Total	\$ 203,345	\$ 203,345

Funding Term - Dates

Program Component	Measure H E6
Street Outreach	07/01/18-06/30/19

Agency Name: City of Long Beach
Program Name: Long Beach Continuum of Care
Contract #: 2017CNGFH171
Funding Source: Measure H \$ 341,752
Total Award: \$ 341,752

Funding Allocation - By Funding Source/Contract

Program Component	Measure H E7	Total
Housing Navigation	\$ 341,752	\$ 341,752
Total	\$ 341,752	\$ 341,752

Funding Term - Dates

Program Component	Measure H E7
Housing Navigation	07/01/18-06/30/19

Agency Name: City of Long Beach
 Program Name: Long Beach Continuum of Care
 Contract #: 2017CNGFH171
 Funding Source: City GF \$
 Funding Source: City ESG \$
 Funding Source: State ESG \$
 Funding Source: County ESG \$
 Funding Source: County GF \$
 Funding Source: Measure H \$ 819,237
Total Award: \$ 819,237

Funding Allocation - By Funding Source/Contract

	Program Component	Measure H E8	Total
	Crisis Housing	\$ 819,237	\$ 819,237
	Total	\$ 819,237	\$ 819,237

Funding Term - Dates

Program Component	Measure H E8
Crisis Housing	07/01/18-06/30/19

**Exhibit M-1 Revised
Contractor Acknowledgement and Confidentiality Agreement
(On Next Page)**

Contractor: City of Long Beach

Agreement: 2017CNGFH171 – Amendment One

THE CITY OF LONG BEACH
EXERCISES ITS RIGHT TO
SECTION 501 OF
THE CALIFORNIA
ASSISTANT CITY MANAGER
TOM MOORE

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: City of Long Beach **Contract No.** 2017CNGFH171

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Los Angeles Homeless Services Authority ("LAHSA") funded by the County of Los Angeles to provide certain services to the County. LAHSA and the County require the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above-referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of LAHSA or the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from LAHSA or the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from LAHSA or the County of Los Angeles pursuant to any agreement between any person or entity and LAHSA or the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by LAHSA and/or the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from LAHSA and/or the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with LAHSA and/or the County of Los Angeles. LAHSA and the County have a legal obligation to protect all such confidential data and information in their possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in LAHSA and/or County work, LAHSA and the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for LAHSA and the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and LAHSA. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to LAHSA.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from LAHSA and/or the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other LAHSA and/or County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that LAHSA and the County of Los Angeles may seek all possible legal redress.


SIGNATURE: 

DATE: 5/31/19

PRINTED NAME: Patrick H. West

POSITION: City Manager

Tom Modica
Assistant City Manager May 23, 2019
APPROVED AS TO FORM-
CHARLES PARKIN, City Attorney

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER By 
SARAH E. GREEN
DEPUTY CITY ATTORNEY

**Exhibit N-1 Revised
Contractor's Non-Employee Acknowledgement and Confidentiality
(On Next Page)**

Contractor: City of Long Beach

Agreement: 2017CNGFH171 – Amendment One

THE CITY CHAIRMAN
TO SECRETARY OF
EXECUTIVE AND
ASSISTANT CITY MANAGER
Tom Mott

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to LAHSA with Contractor's executed Contract. Work cannot begin on the Contract until LAHSA receives this executed document.)

CONTRACTOR NAME: City of Long Beach
Non-Employee Name _____

Contract No. 2017CNGFH171

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the Los Angeles Homeless Services Authority ("LAHSA") funded by the County of Los Angeles to provide certain services to the County. LAHSA and the County require your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of LAHSA or the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from LAHSA or the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from LAHSA or the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of LAHSA and the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of LAHSA and the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the LAHSA and/or the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from LAHSA and/or the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with LAHSA and/or the County of Los Angeles. LAHSA and the County have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in LAHSA and/or County work, LAHSA and the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for LAHSA and the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and LAHSA. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from LAHSA and/or the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or LAHSA or County employees who have a need to know the information. I agree that if proprietary information supplied by other LAHSA or County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: 5/31/19

APPROVED AS TO FORM

PRINTED NAME: Patrick H. West Tom Modica
POSITION: City Manager Assistant City Manager

May 23, 2019
CHARLES PARKIN, City Attorney

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

By [Signature]
SARAH E. GREEN
DEPUTY CITY ATTORNEY

Exhibit W
LAHSA Program Standards
(On Next Page)

Contractor: City of Long Beach

Agreement: 2017CNGFH171 – Amendment One



2018-2019 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 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. 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.
 - 5.2. 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.
 - 5.3. 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.
 - 5.3.1. 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 AND SAFETY

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 Incident Reports to log, track, monitor, and resolve crises, conflicts, accidents, injuries, illnesses, trauma, etc., which occur within the 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 emergency personnel/first responders being discharged to facility/facilities (police, sheriff, fire department, paramedics, etc.), and any incidents resulting in hospitalization, bodily injury, and/or death of participants and/or staff.
19. All Incident Reports must be e-mailed to LAHSA at: incidentreporting@lahsa.org

Tuberculous Guidelines

20. Contractor's policies and procedures regarding disease prevention must include standardized Tuberculous (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.
 - 20.1 Staff must be trained in early detection of potential symptoms of TB.
 - 20.2 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.
 - 20.3 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.
 - 20.4 All Contractor staff and volunteers must be screened for symptoms of TB;
 - 20.4.1 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.
 - 20.4.2 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.
 - 20.5. 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.
 - 20.6 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.
 - 20.7 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.
 - 20.8 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/>
 - 20.9 Symptomatic participants who are referred for additional screening may only be allowed entry into the program upon receipt of TB Clearance from healthcare provider.
 - 20.10 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 Termination Policies and Procedures

21. Contractor must maintain a written set of Grievance and Termination Policies and Procedures that comply with LAHSA requirements.
22. Contractor must submit a copy of aforementioned policies and procedures as required by this agreement for review to ensure compliance with the Scope of Required Services (SRS).
23. Grievance and Termination Policies and Procedures must be reviewed and freely available for all program participants and staff.
24. Copies of the grievance policies and procedures must be offered to the program participants during intake.
25. Intake paperwork must incorporate a participant signature acknowledging they have been made aware of the contractors Grievance and Termination Policies and Procedures and an established agency grievance form for participants to complete in the event of a grievance.
26. Contractor can create their own form, or utilize a LAHSA template.
27. A summary of the program grievance resolution policies and procedures must be prominently displayed in common area(s) in the facility.

Termination Policies and Procedures

28. Contractor may terminate a participant pursuant to its Termination Policies and Procedures. Contractor Termination Policies and Procedures must not be in conflict with any parameters set forth in the Program Standards or Scope of Required Service.
29. Contractor shall exercise judgment and examine all extenuating circumstances in determining when violation of a program participant warrant termination, so that a program participant's assistance is terminated only in the most severe cases.
30. Contractor's Termination policy and procedure must include, at a minimum, the following:
 - 30.1 Contractor must provide a Program participant with a written Termination Notice, when terminating that participant from the program. The Termination Notice must contain a clear statement of the reason(s) for the termination.
 - 30.2 Contractor must have a procedure through which the program participant may request an appeal of the termination. The review must give the program participant the opportunity to present written and/or oral objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision. For agencies that cannot facilitate this, the participant must be referred to a dispute resolution service.
 - 30.3 After the review, Contractor must provide the program participant with a prompt written Final Decision with no less than 5 calender days of receipt of the request for a review. The final decision should contain a clear statement of the outcomes of the review.
 - 30.4 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 form the program.

- 30.5 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.
- 30.6 Contractors must have a policy for reinstating previously terminated participants, and must be present with a written termination notice upon participant termination.
- 30.7 Contractor must, upon termination of a participant, refer the participant to another shelter service, and cannot terminate a participant without a shelter plan.

Grievance Policies and Procedures

- 31. Policies and Procedures must include, but are not limited to, the following:
 - 31.1 The name and title of the individual designated by Contractor to handle all grievances. Contractor must clearly indicate how this individual can be contacted. Contractor must also name an alternative individual responsible for handling Grievances, if the designated individual is unavailable or is the subject of the grievance.
 - 31.2 A procedure for the hearing of all grievances within 72 hours of a grievance having been made. This procedure must include the gathering of facts, including a statement from the participant and/or other participants and staff, and issuance of a written decision in response to the grievance.
 - 31.3 The identification of a confidential area where grievances may be heard. To the extent possible and when appropriate, Contractor must engage in face-to-face communications with the participant.
 - 31.4 A centralized and organized system of documenting grievances. The documentation must contain a copy or description of the grievance and a written resolution or disposition of said grievance. This documentation must be retained in a central dispute or grievance file, which must be made available to LAHSA, along with the participant chart/case file, immediately upon LAHSA's request. Contractor's failure to provide such documentation within five (5) business days may result in a material breach of this Agreement.
 - 31.5 A procedure indicating that if Contractor's designated or alternative individual is unable to resolve a grievance, the participant can request that Contractor's management meet with the participant, and review the grievance and related documentation to resolve the grievance.
- 32. Contractor must provide participant with a written decision in response to the grievance. Concurrently, the Contractor must do all the following:
 - 32.1 Explain to the person making the grievance their right to review the written decision with the assistance of a mediation or dispute resolution center.
 - 32.2 Assist the participant with a referral to a mediation or dispute resolution service.
 - 32.3 Contractor must attend any dispute resolution service summons.
 - 32.4 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.

Dispute Resolution Services:

Office of the Los Angeles City Attorney Dispute Resolution Program
City Hall
200 N Spring Street, 14th Floor

Los Angeles, CA 90012
Office: (213) 978-1880
Fax: (213) 978-1312
Email: Mediate@lacity.org

32.5 LAHSA Due Process Appeal

- 32.5.1 Contractor must explain to the person making the grievance, their right to a due process appeal through LAHSA and provide a copy of the LAHSA Grievance Resolution Appeal Form.
- 32.5.2 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 file a due process appeal with LAHSA. The purpose of the LAHSA appeal will be for LAHSA to determine whether Contractor has provided due process by following the procedures within its own grievance policy.
- 32.5.3 If the participant chooses to file a due process appeal with LAHSA, the Contractor must, by participant request, assist with providing a LAHSA Grievance Resolution Appeal Form. The LAHSA Grievance Resolution Appeal Form may be found in the Document Library on the LAHSA website.
- 32.5.4 Contractor must, if requested, supply participant with a stamped envelope addressed to LAHSA at the address listed below.
- 32.5.5 Contractor must, if requested, fax the form directly to LAHSA using the fax number indicated below. Contractor shall provide participant the printed confirmation sheet indicating that the fax was successful.
- 32.5.6 All completed LAHSA Grievance Resolution Appeal Forms must be submitted to the following contact person: Grievance Specialist

Los Angeles Homeless Services Authority (LAHSA)
811 Wilshire Blvd., Suite 600
Los Angeles, California 90017
Grievance Phone Line: 213-225-8454
LAHSA Fax Number: (213) 892-0093
grievances@lahsa.org

- 33. 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> and 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>
- 34. 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>

35. 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.
- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 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.
36. 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

37. **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:
- 37.1 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.
- 37.2 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.

- 37.3 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.
- 37.4 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.
- 37.5 The supervision of the service animal is the responsibility of the participant. The animal must be under the participant's control at all times. Injuries to or caused by the service animal must be reported to the Agency's Executive Director or Senior Management on duty.
- 37.6 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.
- 37.7 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.
38. 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).
39. Contractor must provide LAHSA with the language access Policy. Contractor's language access policy must include process/methodology to determine fluency of threshold languages.
- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 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.
40. Contractors agree to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.
41. 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.

- 41.1 Contractors and their subcontractors must provide participants with their non-discrimination policy at program intake.
- 42. Contractors must display all posters and materials, as directed by LAHSA, in a manner that is accessible to the public.
- 43. 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.
 - 43.1 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.
 - 43.2 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.
- 44. 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.
- 45. 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.
- 46. 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.
- 47. 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

- 48. 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.
- 49. 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.
- 50. Contractors must submit accurate and timely monthly invoices along with any requested supporting documentation.
- 51. If LAHSA determines that costs are not adequately supported, contractors are responsible for reimbursing LAHSA for all associated costs

52. Contractors must procure all applicable licenses or permits necessary to meet the code regulations required to operate the Program funded under this Agreement.
53. 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).
54. 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

55. 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.
56. 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.
57. 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 AND TECHNICAL ASSISTANCE

58. 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.
59. Providers will be identified and referred to an access code to self-administer the CCAT in the following ways:
 - 59.1 Providers that apply for RFSQ certification will receive a CCAT access code to obtain a baseline assessment of their organization's capacity.
 - 59.2 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.
 - 59.3 Providers that are currently a LAHSA subrecipient and are administering LAHSA funds will receive a CCAT access code.

SUBCONTRACTORS

60. 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.
 - 60.1 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.
 - 60.2 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.
 - 60.3 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.
61. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.
62. 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.
63. 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.
64. Contractor must ensure that all subcontractors participate in all LAHSA-led trainings and receive LAHSA-issued guidance.
65. 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.
66. 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.
67. Contractor must provide a copy of an MOU and program budget for all subcontractors, if requested by LAHSA staff.

PERSONNEL

68. Contractors must employ qualified staff as specified in the LAHSA-approved program budget.
69. 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.
 - 69.1 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.

- 70. 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.
- 71. 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.
- 73. All staff should receive training in: (1.) Motivational-Interviewing, (2.) Progressive Participant Engagement, and (3.) Trauma-Informed Care.
 - 73.1 Contractors must ensure staff participation in LAHSA mandated trainings, including all sub-contractor staff.
 - 73.2 Contractor must ensure staff participation in all LAHSA-organized trainings offered through the Centralized Training Academy.
 - 73.3 Contractor must show proof that staff have adequately satisfied these requirements.
- 74. 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.
 - 75.1 Contractors must be prepared to provide proof that their staff have been trained in the legal requirements of being a mandated reporter.
- 75. 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.
- 76. Contractors must ensure that service delivery is not interrupted during periods of personnel change.
- 77. Contractors must also ensure that staff salaries align with the County of Los Angeles' living wage ordinance.

HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS

- 78. 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.
 - 78.1 If the program is exempted from participation in the LA HMIS as described above under number 47, 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.
 - 78.2 Contractors shall report all required participant data to LAHSA in the manner prescribed for manual reporting by the due dates contained in this agreement.
- 79. Contractors shall ensure that all participants served sign the Consent to Share Protected Personal Information form granting other providers access to their information.

80. Contractors shall encourage utilization of HMIS as well as best practices for data entry, as follows:
- 81.1 Create the participant’s record in HMIS within 48 hours 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.
 - 81.2 Update the participant’s standardized assessment in HMIS within three (3) business days of completion.
 - 81.3 Update the participant’s housing status within 48 hours of any status change.
 - 81.4 Update information on services provided to the participant within three (3) business days.
 - 81.5 Update information on financial assistance benefits provided to the participant within three (3) business days.
82. 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.
- 82.1 Contractors must ensure that the CES SPA Matcher is completing CES matches in HMIS or any other platform identified by LAHSA.
83. 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.
84. Contractors must regularly monitor data integrity and make data quality corrections as needed. Contractors are responsible for maintaining a data integrity of 95%.
85. 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

86. 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

87. 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.
- 87.1 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.

87.2 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.

88. 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.

CUSTOMER SERVICE

89. Contractors must implement an active Customer Service Program in order to secure feedback from participants regarding their experiences with the program. The Customer Service Program must be approved by LAHSA and recommended changes to the Program must be made allowing a minimum of ten (10) business days for review.
90. LAHSA and/or other County Departments will monitor for the quality of the Contractors' Customer Service with randomly selected 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.
91. 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

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

COMPUTER EQUIPMENT SUPPLIES AND SECURITY

94. Contractors must provide necessary computer equipment and supplies (e.g., terminals, controller, paper, printer ribbons, etc.) to provide services.
95. 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

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

Exhibit FF
Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles
Continuum of Care Policy
(On Next Page)

Contractor: City of Long Beach

Agreement: 2017CNGFH171 – Amendment One

	Policy: Housing Protections Under the Violence Against Women Act (VAWA) in the Los Angeles Continuum of Care
	Submitted By: Policy and Systems Department
Policy and Systems Department	Approved By and Date: Approved by Los Angeles CoC Board –December 13, 2017 Approved by Policy and Planning Committee –January 18, 2018 Approved by Commission –January 26, 2018

I. Purpose:

The Los Angeles Homeless Services Authority (LAHSA) affirms the right of all individuals and affiliated individuals experiencing homelessness in the Los Angeles Continuum of Care (LA CoC) to access services and housing for which they are eligible by promoting safe housing environments for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. To ensure the provision of safe housing environments, this policy requires housing providers to establish procedures and protections for participants experiencing domestic violence, dating violence, sexual assault, and/or stalking in accordance with the reauthorized Violence Against Women Reauthorization Act (VAWA) of 2013 (24 CFR Part 5, Subpart L). LAHSA extends VAWA housing protections to include individuals experiencing human trafficking. All LAHSA-contracted permanent housing and transitional housing providers, regardless of funding source, must ensure safe housing environments for participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. All LAHSA-contracted “safe havens” are subject to the protections outlined in Section 3, subsections a) and b) of this policy.

II. Definitions:

1. **Actual and Imminent Threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm could occur.
2. **Affiliated Individual, with respect to an individual** refers to a spouse, parents, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.
3. **Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the grantor and State or local law, such that certain tenants, lawful occupants, or residents can be evicted or removed and the remaining tenants, lawful occupants, and residents can continue to reside in the unit under the same lease

- requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants, lawful occupants, or residents.
4. Housing Provider refers to the individual or entity under a housing program that has responsibility for the administration and/or oversight of VAWA protections and includes Public Housing Agencies (PHAs), sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the housing programs identify the individual or entity that carries out the duties and responsibilities of the housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a housing provider, the housing provider may not always be the same individual or entity.
 5. Sexual Assault is any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
 6. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. Fear for the person's individual safety or the safety of others; or
 - b. Suffer substantial emotional distress.
 7. Internal emergency transfer refers to an emergency relocation of a participant to another unit where the participant would not be categorized as a new applicant; that is, the participant may reside in the new unit without having to undergo an application process.
 8. External emergency transfer refers to an emergency relocation of a participant to another unit where the participant would be categorized as a new applicant; that is the participant must undergo an application process in order to reside in the new unit.
 9. Safe unit refers to a unit that the person experiencing domestic violence, dating violence, sexual assault, and/or stalking believes is safe.
 10. Abuser or perpetrator¹ in this context refers to an individual who commits domestic violence, dating violence, sexual assault, or stalking as defined in the Violence Against Women Reauthorization Act of 2013.
 11. Safe Haven², for the purposes of defining chronically homeless, refers to supportive housing that meets the following:
 - a. Serves hard to reach homeless persons with severe mental illness who came from the streets and have been unwilling or unable to participate in supportive services;
 - b. Provides 24-hour residence for eligible persons for an unspecified period;
 - c. Has an overnight capacity limited to 25 or fewer persons; and
 - d. Provides low-demand services and referrals for the residents
 12. Abuse under California Family Code Division 10, Part 1, Section 6203 means any of the following:
 - a. To intentionally or recklessly cause or attempt to cause bodily injury.
 - b. Sexual assault.
 - c. To place a person in reasonable apprehension of imminent serious bodily injury to that person or to another.
 - d. To engage in any behavior that has been or could be cause for a protective order or the issuance of any California family or juvenile court restraining order.
 - i. Abuse is not limited to the actual infliction of physical injury or assault and can be verbal (spoken), emotional, psychological or many other forms.

¹ Definition is taken from HUD Form 5380 Notice of Occupancy Rights

² Definition under 24 CFR § 578.3

13. Domestic Violence includes, but is not limited to, felony or misdemeanor crimes of violence committed by:
- a. A current or former spouse or intimate partner of the victim,
 - b. A person with whom the victim shares a child in common,
 - c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
 - d. A person similarly situated to a spouse of the victim under local domestic or family violence laws,
 - e. Any other person against an adult or youth victim who is protected from that person's acts under domestic or family violence laws, or
 - f. Any other person related by consanguinity or affinity within the second degree.
- This includes a learned behavior pattern of behavior of behaviors used by one person in a relationship to have power over and control the other person; and includes physical, emotional, economic abuse and/or sexual assault.³
14. Dating Violence is violence or abuse committed by a person:
- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim, which includes frequent, intimate associations primarily characterized by the expectation of affection or sexual involvement independent of final considerations; and,
 - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship;
 - ii. The type of relationship; and
 - iii. The frequency of interaction between the persons involved in the relationship.
15. Human Trafficking refers to:
- a. Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, deceit, violence, duress, menace or threat of unlawful injury or in which the person induced to perform such act has not attained 18 years of age; or
 - b. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery,
 - c. The deprivation or violation of the personal liberty of another with the intent to obtain forced labor or services, procure or sell the individual for commercial sex, or exploit the individual in obscene matter.

III. Policy:

1. Notice of Occupancy Rights

All LAHSA-contracted permanent housing and transitional housing providers ("housing providers") shall provide written notification to applicants, participants (tenants), and property owners or managers concerning the rights and obligations created under VAWA.

³ Los Angeles County Department of Child and Family Services (DCFS) Policy 0070-537.10
http://policy.dcfslacounty.gov/content/Assessing_Domestic_Viole.htm

Housing providers shall provide a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to applicants and participants at the following times:

- a) When the applicant is denied assistance or admission to permanent housing or transitional housing
- b) When the applicant is provided assistance or admission to permanent housing or transitional housing;
- c) When a participant is given notification of eviction or notification of termination of assistance;
 - i. Tenant-based rental assistance (TBRA) providers shall ensure that the property owner or manager of the housing provides a *Notice of Occupancy Rights Under the Violence Against Women Act* form and a *Certification of Domestic Violence, Dating Violence, Sexual Assault* form to participants with any notification of eviction.
- d) When an existing program participant undergoes an annual recertification or lease renewal process. When there will be no recertification or lease renewal for a participant, through written notice.

The *Notice of Occupancy Rights* and all related forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).⁴

2. Contract, Lease, and/or Occupancy Agreement Provisions

Contracts and leases between LAHSA, housing providers, and property owners or managers that rent units to individuals participating in LAHSA-contracted housing programs, shall include the requirement to comply with the provisions established by this policy.

A lease addendum modeled after HUD Form 91067⁵ may be used to include the VAWA provisions to new and existing contracts.

3. Protections Provided Under VAWA

Housing providers shall ensure specific housing protections for persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to preserve the right of applicants and participants to safe housing environments. Under VAWA:

- a) Housing providers shall not deny admission or assistance to an applicant on the basis or as a direct result of the fact that the applicant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.
- b) Housing providers shall not deny or threaten to deny assistance, terminate or threaten to terminate program participation, evict or threaten to evict participants from rental housing, or issue 3-Day Notices to Perform or Quit on the basis or as a direct result of the fact that the

⁴ The forms referenced in this policy are modeled after HUD Forms 5380, 5381, 5382, and 5383. These forms are available in multiple languages on the HUD Clips website:

https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a.

⁵ HUD Form 91067 Lease Addendum VAWA 2005 is available in multiple languages on the HUD Clips website:

https://www.hud.gov/program_offices/administration/hudclips/forms/hud9.

- participant has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, if the applicant otherwise qualifies for admission or assistance.
- c) Housing providers shall not construe criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking as cause for denying rental assistance or occupancy rights to participants, if a member of the participant's household or any guest or other person under the control of the participant is the one engaging in the criminal activity and the participant or an affiliated individual of the participant is currently experiencing or is being threatened with domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
 - d) Housing providers may bifurcate (divide) a lease to evict the individual or terminate assistance to the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, stalking and/or human trafficking, while not taking away the right to the unit or otherwise punishing the remaining tenants, lawful occupants, or residents. Housing providers shall give remaining tenants, lawful occupants, or residents that are not eligible to participate in the housing program 12 months to establish eligibility under the program or under another housing program covered by VAWA or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured.
 - i. If a family receiving TBRA separates due to a lease bifurcation, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.
 - e) Housing providers shall not subject participants who have or are currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, or who are affiliated with said individual to a more demanding standard than other participants in determining whether to evict or terminate assistance based on violations **not** premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
 - f) Housing providers may not terminate the lease or program assistance of a family that moves out of the dwelling unit in violation of the lease, with or without prior notification to the program, if the move occurred to protect the health or safety of a family member who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and who reasonably believed they were imminently threatened by harm from further violence or emotional trauma if they remained in the unit.
 - g) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to property damage caused by an abuser or perpetrator.
 - h) Housing providers may not terminate program assistance or evict persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking due to not meeting lease obligations as a direct cause of coercive control exerted by the abuser or perpetrator over the victim. For example:
 - i. Unauthorized Occupancy—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is being manipulated by an abuser or perpetrator to acquiesce to their unauthorized presence in the unit.
 - ii. Non-reported Income—a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is unable to report household income because the abuser or perpetrator will not provide the documentation or has lied about their employment status.

- i) If housing providers wish to take economic cause of action to recover costs associated with damage to property or unpaid rent directly associated with the incidents of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, it is encouraged that the action be taken against the abuser or perpetrator and not the individual(s) experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

4. Limitations of VAWA Protections

Under VAWA, housing providers are not precluded from:

- a) Complying with a court order, when notified of said court order, in respect to the rights of access or control of property, including civil and/or criminal protection orders issued to protect a person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking or in respect to the distribution or possession of property among members of a household. This includes orders of protection issued by family court, probate court, juvenile court or any other court having jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- b) Evicting or terminating assistance to a participant for any violation not premised on an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that is in question against the participant or an affiliated individual of the participant as described in this policy.
- c) Evicting or terminating assistance to a participant if the housing provider can demonstrate an actual and imminent threat would persist against other program participants or those employed at or providing services to the property of the housing provider, if said participant is not evicted or has their assistance terminated.
 - i. Housing providers may only take such action to terminate assistance or evict where there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to:
 - a. Transferring the victim to a different unit;
 - b. Barring the perpetrator from the property;
 - c. Contacting law enforcement to increase police presence or develop other plans to keep the property safe; or
 - d. Seeking other legal remedies to prevent the perpetrator from acting on a threat.
 - ii. Restrictions predicated on public safety shall not be based on stereotypes but must be tailored to particularized concerns about individual residents.

5. Evidence Required as Proof of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking

A person experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking need only self-certify in writing to become eligible to receive housing protections under this policy. The only exemption to the sufficiency of self-certification for receiving the protections outlined in this policy is when conflicting information/certifications exist. In this case, housing providers may require an applicant or participant to submit third-party documentation. Third party documentation must not create a barrier for a person to establish eligibility to receive housing protections. However, housing providers shall not require disclosure from individuals regarding their status as victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

Housing providers shall provide a *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form to individuals that communicate to the housing provider that they are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. The Certification form alone shall be sufficient to certify that an individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. Use of the Certification form is optional. Participants decide what type of documentation they will submit to housing providers to self-certify, provided that the type of documentation they use is listed in this section. Housing providers shall not request that participants use any one type of documentation to self-certify or require documentation not listed in this section.

The forms referenced in this policy must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency 65 FR 50121).

If an applicant or participant communicates to the housing provider that the individual is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, the housing provider may request documentation in writing.

The applicant or participant may elect to use a *Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking and/or Human Trafficking* form or provide one of the following forms of documentation:

- a) A listing of the approximate dates when each incident occurred, discussion of the participant's fears and injuries and the effect that each abusive incident has had on the participant and their family;
- b) Restraining, civil, and/or criminal protection orders including orders issued by family court, probate court, juvenile court or any other court with jurisdiction over a matter involving allegations of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking;
- c) Medical records or statement from medical professional;
- d) Documentation from a mental health professional;
- e) Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
- f) A record of an administrative agency or victim service provider;
- g) Court records;
- h) Statement signed by workers from a domestic violence, dating violence, sexual assault, or stalking violence shelter or other domestic violence, dating violence, sexual assault, or stalking violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
- i) Statement signed by counselors, if participant attended counseling;
- j) Statement signed by attorney from whom the participant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking;
- k) Reports, statements from police, judges, and other court officials, clergy, social workers, social service agencies, or other victim service providers;
- l) Other credible evidence as corroborated by law enforcement or domestic violence, dating violence, sexual assault, or stalking violence providers.

Statements signed by the above-mentioned professionals shall specify under penalty of perjury, that the professional believes that the participant is a victim of domestic violence, sexual assault, dating violence or stalking as defined in this policy. Statements must also be signed by the participant.

Should a participant choose to use the Certification form to self-certify, housing providers may request in writing that the form be returned to them within 14 business days. Housing providers may, but are not required to, extend the time to submit the documentation with reasonable discretion. Housing providers shall offer to assist participants with completing the certification form.

If a housing provider receives documentation containing conflicting information or certification forms from two or more members of a household, each claiming to be experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and naming one or more of the other petitioning household members as the abuser or perpetrator, the housing provider may require an applicant or participant to submit third-party documentation, as described above, within 30 calendar days of the date of the request for third-party documentation.

6. Confidentiality

All information provided to a housing provider regarding domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, including the fact that an individual is a victim of such violence or stalking, shall be retained in confidence.

Housing providers and property owners or managers shall not:

- a) Allow any employees or other individuals administering assistance on behalf of the housing provider to have access to confidential information unless explicitly authorized by the housing provider for reasons that specifically call for these individuals to have access to this information under Federal, State, or local law.
- b) Enter information regarding reported experiences of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking into any shared database.
- c) Disclose such information to any other entity or individuals, except to the extent that the disclosure is requested or consented to in writing by the applicant or participant in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the housing program, or otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, housing providers must inform the victim before the disclosure occurs to ensure that safety risks are identified and addressed.

7. Emergency Transfer Plan

Housing providers shall customize the *Model Emergency Transfer Plan* where indicated in bold and where otherwise appropriate. Using the model form as is will *not* satisfy the requirement for housing providers to develop an Emergency Transfer Plan under VAWA.⁶

Housing providers shall adopt an emergency transfer plan based on a *Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*. Housing providers shall

⁶ For further guidance see the HUD Multifamily Office VAWA Q&A:
https://www.hud.gov/sites/dfiles/Housing/documents/Revised_VAWA_QA.pdf

put the emergency transfer plan into practice in the instance that a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking is eligible for emergency transfer. Housing providers shall also make their emergency transfer plans available upon request and, when feasible, must make its plan publicly available. Provisions in the emergency transfer plan shall not supersede the eligibility or occupancy requirements that may apply under a housing program. Housing providers shall not guarantee that a transfer request will be approved or how long it will take to process a transfer request.

Housing providers shall create an emergency transfer plan that must:

- a) Detail the measure of any priority given to participants who qualify for an emergency transfer under VAWA in relation to other categories of participants seeking transfers and individuals seeking placement on waiting lists.
- b) Incorporate strict confidentiality measures to ensure that the housing provider or persons under their employ do not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.
- c) Include a list of local resources for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- d) Describe policies for participants to make an internal emergency transfer under VAWA when a safe unit is immediately available.
- e) Describe policies for assisting a participant in making an internal emergency transfer under VAWA when a safe unit is not immediately available.
 - i. These policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests pursuant to the Los Angeles CoC Coordinated Entry System (CES) Prioritization Policy.
 - ii. The individual or family shall not be required to meet any other eligibility criteria or preferences for the project. The individual or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.
- f) Describe reasonable efforts the housing provider will take to assist a participant who wishes to make an external emergency transfer when a safe unit is not immediately available.
- g) Include policies for assisting a participant who is seeking an external emergency transfer under VAWA out of the housing provider's program or project and for assisting a participant who is seeking an external emergency transfer under VAWA into the housing provider's program or project. These policies may include:
 - i. Arrangements, including memoranda of understanding, with other housing providers to facilitate moves; and
 - ii. Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
- h) Include policies to allow participants to seek an internal and external emergency transfer concurrently if a safe unit is not immediately available.
- i) Describe policies for a participant who has tenant-based rental assistance and who is eligible for protections under VAWA to move quickly while retaining their assistance, where applicable.
- j) In situations involving family breakups due to the emergency transfer, specify what will happen with respect to the non-transferring family member(s).
- k) Permit a participant to terminate lease or occupancy agreement without penalty if they

qualify for an emergency transfer under the emergency transfer plan.

A. Eligibility for Emergency Transfer

Eligibility for an emergency transfer shall be established where participants who have self-certified as experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking:

- a) Expressly request the transfer in writing and;
- b) Reasonably believe there is a threat of imminent harm from further abuse if they remain within the same dwelling unit they are currently occupying.

Participants shall also be eligible for emergency transfer if they have experienced sexual assault on the premises. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. Housing providers shall not set additional eligibility requirements for an emergency transfer. To establish eligibility for an emergency transfer under VAWA (as described in their emergency plan) housing providers shall only require:

- a) A participant's written request to the housing provider for an emergency transfer where the participant certifies that they meet the criteria for protections under VAWA.
- b) Documentation of the occurrence(s) of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking (in accordance with Section 5 of this policy) for which the participant is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence. The documentation may be requested at the discretion of the housing provider.

B. Reporting

Housing providers shall keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a minimum of three years. Requests and outcomes of such requests must be reported annually to LAHSA; LAHSA will report records annually to HUD.

C. Confidentiality

Housing providers shall not disclose the location of the dwelling unit of the participant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking against the participant.

D. Emergency Transfer Timing and Availability

Housing providers shall act in an expeditious manner to move a participant who is experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to another unit subject to availability and safety of unit.

Participants may use an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking* form to provide written request for emergency transfer under VAWA. Housing providers shall provide participants with an *Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking* form. Participants experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking may provide self-certification concurrently with the emergency transfer request if they have not previously self-certified.

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. Participants who have or are experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, the California Safe at Home Program at 1-877-322-5227, or a local domestic violence resource center for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY) and the California Safe at Home Program at 1-916-651-1304 (TTY).

Participants who have experienced sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants who are or have experienced stalking may seek help by visiting the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Participants who have experienced human trafficking may call the National Human Trafficking Hotline at 1-888-373-7888, or visit the online hotline at <https://polarisproject.org/get-assistance/national-human-trafficking-hotline>.

8. Bifurcation of Lease

Housing providers may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking without regard for whether such household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant, lawful occupant, or resident. If the evicted abuser or perpetrator was the sole participant to have established eligibility for assistance under the housing program, the housing provider must allow the participant who has or is currently experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and other household members to remain in the unit for 12 months to establish eligibility under the program or under another housing program covered by VAWA, or find alternative housing. If remaining participants and household members are unable to establish eligibility under a housing program or otherwise secure housing within 12 months, housing providers shall assist in identifying alternative housing to which the participant and household members could move until such time as alternative housing is secured. If a family receiving tenant-based rental assistance separates due to a lease bifurcation, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed.

A lease bifurcation shall be carried out in accordance with requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any additional requirements.

9. Assistance for Persons Experiencing Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking

According to California Civil Code Sections 1941.5 and 1941.6,⁷ "A landlord shall change the locks of a protected tenant's dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order or police report, and shall give the protected tenant a key to the new locks." If a housing provider is also a property owner or "landlord", they shall change the locks for a housing unit pursuant to California Civil Code Sections 1941.5 and 1941.6.

All housing providers shall take alternative precautions within the scope of their authority and available funding to secure a unit occupied by a participant experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking from an alleged abuser or perpetrator. Housing providers shall seek prior funding approval from LAHSA for any alternative precaution that exceeds 50% of the administrative costs associated with processing an emergency transfer request.

If a housing provider has no available and safe units for which a participant who is eligible for an emergency transfer, the housing provider shall assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. Housing providers shall, at a participant's request, assist in contacting local organizations that offer services for individuals experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking that are listed in the emergency plan.

10. Non-Discrimination

No applicant or participant shall, on the basis of actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, gender identification or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under VAWA.

⁷ California Civil Code Sections 1941.5 and 1941.6 require property owners to change locks within 24 hours for tenants who are victims of domestic violence, sexual assault or stalking and who have a restraining order or police report: http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=200920100SB782.

Exhibit GG
LAHSA Facility Standards
(On Next Page)

Contractor: City of Long Beach

Agreement: 2017CNGFH171 – Amendment One



2018-2019 LAHSA Facility Standards

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 FS, Program 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 contractual requirements that all program sites providing supportive services or a facility which provides services, must adhere to.

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.

GENERAL FACILITY (REQUIRED OF ALL)

Structurally Sound

1. Program site must be structurally sound to protect participants from the elements and not pose any threat to their health and safety.
2. The structure of a building refers to its framework, which enables the building to stand on its own and withstand the loading imposed on it, including that imposed by the occupants, furniture, and wind. This framework includes structural members such as beams, floor slabs, columns, and load-bearing walls.
3. Safety of a building is the integrity of the framework formed by structural members. Structures must be free of: non-structural cracks, spalling of concrete, structural cracks, and defective external wall finishes.

Exterior

4. 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.
5. 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.

Interior

6. The interior of the facility must not have visible cracks, holes, or leaks (water damage) on walls, floors, or ceilings.
7. The interior of the facility must be clean, maintained in a sanitary condition, and odor-free.
8. The interior walkways must be clear of obstacles and debris for easy in and out access for anyone.
9. The facility must have a natural or mechanical means of ventilation. The interior must be free of any airborne pollutants at a level that might threaten or harm the health of participants.

10. 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.
11. 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.
12. There must be no mold or mildew on ceilings or walls.

The screens and frames of vents must not be rusted or broken, and must be clear of dirt and debris.

Lighting/ Electrical

13. The facility must have adequate natural and/or artificial illumination to permit normal indoor activities and support the health and safety of the participants.
14. All common areas within the facility must be well lit.
15. All bathrooms within the facility must be well lit.
16. Stairways and hallways must have adequate lighting.
17. All switches and light fixtures must be in good, working condition.
18. There must be enough electrical outlets to permit safe use of essential electrical appliances. **Note:** The safety rating for circuit breakers is 80 percent of the maximum load.
19. There must be no signs of electrical hazards such as loose or exposed wiring, including at outside facilities.
20. Outlets and switches must not be within arm's reach of any standing water which includes showers tubs, and toilets.

Pest Control

21. The facility must be free of rodent and insect infestations.
22. The facility must have a pest control log which indicates frequency of fumigation.
23. All sites must have an inspection for rodents and insects by a certified pest control company, at least twice (2) annually, and as needed. If an infestation is found, the agency must fumigate and make appropriate reasonable accommodations for the participants.

AMERICAN DISABILITY ACT (ADA) COMPLIANCE (REQUIRED OF ALL)

Accessibility

24. The facility must be accessible for participants with mobility devices.
25. Facilities must not have areas, in the path in or out of the facility, with broken/raised, and/or unlevel sidewalks/walkway(s), stairs/steps with no identified, alternative/accessible pathway to the entrance.

26. The exterior of the facility must be accessible for a participant with disabilities when approaching and entering the location.
27. Curb cuts in or around the facility must be accessible for someone with a mobility device.
28. Entry into the facility must be accessible to individuals with a mobility device such as: wheelchairs or scooters, manually-powered mobility aids such as walkers, crutches, or canes.
29. All programmatic areas on an accessible path of travel must be accessible for an individual with a mobility device.
30. If there is a common/communal area located at the facility, it must be accessible for all individuals, including those with mobility disabilities.
31. If there is a dining area located at the facility, it must be accessible for all individuals, including those with mobility disabilities.
32. Doors within the facility must have a handle instead of a knob, which can be opened with a closed fist.
33. All fire extinguishers must be no more than 48" inches from the ground for easy access in case of an emergency.

ADA Restroom

34. There must be at least one (10) ADA accessible restroom with at least (1) one large accessible stall/toilet, with a 5' turning radius.
35. The ADA restrooms must have handles for an individual using a mobility device to transfer themselves without assistance.

ADA Parking

36. If parking is available at the site/facility, there must be at least one (1) ADA accessible van parking space for every twenty-five (25) parking spaces. There must be enough room for a van with a hydraulic side lift to go up and down without any issue.
37. All fire alarm systems must be no more than 48" inches from the ground for easy access in case of an emergency.

ADA Shower

38. If sanitary facilities are available to bathe, there must be at least one (1) shower accessible for those with a mobility device, regardless of gender.
39. **For Interim Housing Sites:** in sites with more than fifty (50) beds there must be at least one (1) accessible roll-in shower or at least two (2) transfer ADA shower seat.

ADA Beds

40. **For Interim Housing Sites:** there must be accessible beds for persons with mobility disabilities designed for easy transfer from a wheelchair.

III. PROGRAM SECURITY AND SAFETY INFORMATION (REQUIRED OF ALL)

41. There must be security-staff or staff (that are trained in emergency procedures, CPR, and First Aid) on the premises during all hours of operation.
42. There must be a participant sign – in/ sign – out procedure in place, which identifies entrances and exits into the facility.
43. There must be evacuation signs posted in all common areas. These must follow general requirements set out by OSHA and the NFPA in 29 CFR 1910.35, 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:
 - 43.1. All exits;
 - 43.2. Exits in case of fire;
 - 43.3. The location of the primary and secondary exits locations;
 - 43.4. Exits for those with mobility devices (must not be substantially different from the other exits, unless there are stairs in the facility);
 - 43.5. Location of first aid kit(s);
 - 43.6. Location of fire extinguisher(s);
44. 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.
45. 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.
46. Emergency numbers must be posted in all common areas, which are easily accessed and posted in a visible area in case of emergency.

Fire Extinguishers

47. 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.
48. 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.
49. Fire extinguishers must be "ABC" multiuse, which can be used on all types of fires and are either in a 2-pound, 5-pound or 10-pound canister. The agency shall assure that portable fire extinguishers are subjected to annual maintenance checks by a certified fire protection company.

Smoke Detectors

50. **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.
51. 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.
52. Smoke detectors must be in all stairs and hallways and must be located on or near the ceiling and away from corners.

First Aids Kits

53. All First Aid kits must be full, and follow OSHA regulation standard 1910.151b, and OSHA/ANSI certified.
54. 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.

Emergency Plan

55. The facility must have a written plan for emergencies, disasters, and security, including appropriate quantities of water and food rations. The plan must include:
 - 55.1. Procedures for reporting a fire or other emergency;
 - 55.2. Procedures for emergency evacuation, including type of evacuation and exit route assignments;
 - 55.3. Procedures to be followed by staff that remain to assist participants to evacuate;
 - 55.4. Procedures to account for all participants/employees after evacuation;
 - 55.5. Procedures to be followed by staff performing rescue or medical duties (First aid/ CPR);
 - 55.6. Procedures to deter theft and protect participant and staff from harm; and
 - 55.7. All security measures
56. 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.
57. There must always be at least one staff member who has been trained and has an up-to-date certification for CPR and emergency First Aid procedures at the facility. For an adult only facility, at least one person needs an Adult CPR/AED certification. For family sites, at least one person with an Adult and Pediatric CPR/AED certification must be present always.
58. **Family Site Only:** Kitchen/dining/sleeping areas must be childproof.
59. **Family Site Only:** All drawers and cabinets with dangerous/poisonous items must have childproof safety latches.
60. **Family Site Only:** Stairways must have child guides and gates.

61. **Family Site Only:** 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.

SANITARY FACILITIES (REQUIRED OF ALL)

62. All sanitary facilities must be in proper operating condition, private, and adequate for personal cleanliness and the disposal of human waste.
63. The water supply must be free of visible contamination. Water must not show signs of brown or yellow coloring.
64. All sanitary areas must have a log to identify when and by whom the restrooms were maintained.
65. **Family Site:** All drawers and cabinets with dangerous/poisonous items must have childproof safety latches.
66. **Family Site:** The facility must provide a safe place to change diapers and/or a baby changing station.

Restrooms

67. All toilets and sinks must be maintained and kept in proper working order.
68. 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.
69. All bathrooms or stalls must have locks from the inside and ensure there is privacy.
70. Restrooms with mirrors must NOT have the following:
- 70.1. Black spotting
 - 70.2. Cracks
 - 70.3. Chipping
71. **Ratio:** There must be a restroom to participant ratio of one (1) toilet and wash area for every fifteen (15) participants.

Shower Area

72. For each individual shower unit, there must be a shower curtain and/or privacy partition.
73. Showers must have floor mats to prevent slipping/falling, inside and outside of the shower.
74. If participants need hygiene products, such as towels, soap, deodorant, toilet tissue, feminine hygiene products, the staff at the facility must make them available.

Water Heater

75. The facility must maintain a water heater, which is large enough for the number of occupants, to sustain hot and cold running water.
- 75.1. For facilities that have between 101-200 occupants (including staff), there must be a water heater with a capacity of 400 gallons;

- 75.2. For facilities that serve between 51-100 occupants (including staff), there must be a water heater with a capacity of 300 gallons;
- 75.3. For facilities that serve between 21-50 occupants (including staff), there must be a water heater with a capacity of 200 gallons;
- 75.4. For facilities that serve between 1-20 occupants (including staff), there must be a water heater with a capacity of 130 gallons.

SLEEPING AREAS (SHELTER ONLY)

- 76. 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.
- 77. Sleeping areas must be clean, odor-free, and neat.
- 78. The sleeping area needs to comply with ADA standards. The ADA requirement between beds is 36" apart.
- 79. The facility must provide adequate number of sheets, blankets, towels, pillows, etc. for the participant and/or household, when they are needed.
- 80. The sleeping area must be separate from the food storage and/or food preparation areas.

Storage

- 81. Participants must have access to private, locked spaces for their belongings.
- 82. There must be adequate storage and/or closet space for participants to place their belongings.

Pest Control

- 83. The sleeping area must be free of bed bugs.
- 84. If there is a fumigation due to bed bugs, any sheets and mattresses that show black stains or blood, must be replaced.
- 85. All sites must have a bed bug mitigation plan, which must include:
 - 85.1. How the staff plan to reduce the number of hiding places;
 - 85.2. How they plan to keep the facility clean from clutter;
 - 85.3. A schedule, of how they plan to wash and heat dry sheets, blankets, bedspreads;
 - 85.4. A schedule for regular inspections;
- 86. Site inspection from a rodent/infestation professional must be conducted at least twice (2) a year. If a fumigation was necessary within 6 months of contract execution, there must be three site visits within the fiscal year.

Facility Maintenance

87. 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 (minimum twice (2) a year).
88. 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.
89. All sites must have a facility maintenance log, which indicates all maintenance performed or needed.

KITCHEN/ DINING AREA (SHELTER ONLY)

Food Preparation Areas

90. Food preparation areas must contain a suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
91. There must be established rules regarding the sanitation and cleaning of utensils and cooking equipment after every meal.
92. The program must offer a minimum of two (2) well- balanced meals daily. If there are kitchenettes on-site/in Crisis Housing units, the staff must ensure that the participants have access to obtaining food to prepare their own well-balanced meals for themselves, if they want to.
93. Meal plans must be made on a weekly basis and posted on the refrigerator and the common area at least 72- hours prior to the start of the calendar week (Sunday), which indicate all planned meals inclusive of their ingredients. If accommodations are necessary for those with dietary restrictions due to medical necessity, religious reasons or personal beliefs, the program will need to indicate what those accommodations are within the meal plan.
94. Refrigerators must be clean and in good working order. All refrigerators must have a portable temperature gauge/thermometer. The agency must also have a temperature checklist which indicates the date, time, temperature, and the staff names with their signature each time the temperature is monitored.
95. All food except that which is stored in the original, large, unopened, bulk containers, are to be stored at least 6" off the floor.
96. There must be multiple trash receptacles throughout the facility, especially the kitchen. Trash must be taken out of the facility into a localized dumpster and/or wheeled trash can multiple times within a shift or whenever full.
97. The kitchen must be inspected for insects/rodents at least twice (2) a year. The staff must have a pest control log which indicates when inspections and fumigations are conducted.
98. If the facility requires a health inspection report, a copy must be made available if findings are identified in the report.
99. All drawers, cabinets, and cupboards must close properly.

100. The facility must have an adequate, separate dining area. There must be a common area where the participants can dine.
101. **Family Site:** Child proofing is necessary for all drawers, cabinets, and cupboards that are not hanging on the wall.

FACILITY SERVICES (IF APPLICABLE)

102. If there is a location for participants to do their laundry on site: shelters must not charge for usage, and must provide the laundry materials needed: detergent, fabric softener, etc. Non-shelter sites must provide needed laundry materials, such as detergent, fabric softener, etc.
103. **Family Site:** If childcare or before and after school is provided on the facility, these must be integrated into the funded program to the extent possible.

FACILITY POSTING POSTINGS (REQUIRED OF ALL)

104. Shelter/Program rules must be posted in plain sight in a common area. Shelter/Program rules must not be more than one (1) page double sided.
105. Grievance procedures must be posted in plain sight in a common area and meet the standards identified within the contract.
106. ADA postings must be posted in plain sight in a common area and meet the standards identified within the contract.
107. Common areas must be welcoming for all individuals from all backgrounds and, to the agency's ability, the site must be free from a significant number of religious artifacts.
108. **DPSS funded Sites:** Safe surrender posters must be posted in a common area within the facility.
109. **DPSS funded Sites:** Civil Rights posters must be posted in a common area within the facility.

CASE MANAGEMENT (REQUIRED OF ALL)

110. There must be a designated area, which is a confidential space, for the provision of case management/housing navigation services.
111. There must be a secure location for participant files on-site or nearby, which could be readily accessible for ad hoc file reviews by LAHSA. The location of participant files must only be accessible by authorized personnel.
112. A land line must be made available within reasonable limits, if participants do not have access to or their own personal phone.

TRAUMA INFORMED (REQUIRED OF ALL)

113. The program must have some type of security protocol in place that outlines building security and safety for their personal space and belongings. Sites that are specifically funded for Trauma Informed Care must have an alarm system set up and security staff.
114. The program must have a protocol in place for staff to monitor who is coming in and out of the program/site.

115. The facility must provide sufficient lighting as indicated in the lighting section.
116. Participant rights must be posted in places that are visible in the common area, around the other contractually required postings, which indicate:
 - 116.1. Right to religious liberty;
 - 116.2. Right to present complaints and grievances;
 - 116.3. Right to have all records and disclosures maintained according to the written standards and rules regarding confidentiality and privacy;
 - 116.4. Right to review their records and have external disclosures of any personal participant information, as governed by the written program standards and rules regarding confidentiality and privacy;
 - 116.5. Right to be free from restraint or confinement unless the participant poses a danger or threat to others; and
 - 116.6. Right to leave and return to the facility at reasonable hours in accordance with the program rules and standards, unless coordinated by site management.
117. **Family Site:** The facility must incorporate child-friendly decorations and materials, creating a safe and welcoming place for children and parent/guardians.
118. **Family Site:** The facility must provide a safe space for children to play with safe and age appropriate materials and toys.



City of Long Beach
Working Together to Serve

ATTACHMENT

Memorandum

Date: August 14, 2017
To: Patrick H. West, City Manager *PLW*
From: Kelly Colopy, Director of Health and Human Services *KC*
For: Mayor and Members of the City Council

Subject: Funding to Address Homelessness and Measure H Update

Funding to Address Homelessness

The City's approach to addressing homelessness is a coordinated effort that involves multiple City departments led by the Health and Human Services Department. The FY 18 Budget includes \$11.5 million in funding to address homelessness as follows:

Health Department

- \$7.64 million in federal grant funds for the Long Beach Continuum of Care (CoC) to provide permanent supportive housing, transitional housing, rapid rehousing, supportive services, data collection, planning and Unified Funding Agency administration.
- \$786,233 in federal grants for the Emergency Solutions Grant (ESG), Community Development Block Grants (CDBG) and HOME Programs to provide rapid rehousing and shelter services, Multi Service Center (MSC) costs related to oversight and coordination and security deposits for households.
- \$11,093 in federal pass-through grant funding for the Emergency Food and Shelter Program to provide motel vouchers for short-term placement of individuals and families experiencing homelessness.
- \$500,000 in Los Angeles County grant funds from Supervisor Hahn's Office to extend the Homeless Veteran's Initiative.
- \$100,000 in grant funds from the Council of Governments to assist in regional efforts to expand capacity for Service Planning 8 to address homelessness.
- \$134,550 in the Mayor's Fund to provide gap funding for support services not otherwise covered by grants.
- \$572,549 in Measure MA funds for proactive homeless initiatives and to support the MSC operations.
- \$540,548 in General Fund structural funding to support and operate the MSC and for grant administration.
- \$255,000 in General Fund one-time funding to fund the intradepartmental team rapid response and engagement activities.

Police Department

- \$351,489 in Measure MA funds to support and retain the two Quality of Life (QOL) Officers that had previously been funded by one-time Proposition H funds, which are no longer available. The QOL Officers are responsible for assisting individuals who are homeless and specifically remediating the homeless encampments throughout the City.

Fire Department

- \$471,045 to fund the HEART Unit. The Homeless Education and Response Team (HEART) Unit collaborates with CoC Partners throughout the City and educates fire service and community members about issues surrounding homelessness and available resources. Of the \$471,045, \$341,045 in Measure MA funds will structurally fund two Firefighter/Paramedics, and \$130,000 in General Fund (non-Measure MA) one-time funding for the acquisition of a vehicle and equipment.

Public Works Department

- \$118,161 in Measure MA funds for two Maintenance Assistant I positions that are dedicated to homeless rapid response clean-up activities, including encampment clean-ups and proper storage of belongings.

Status of Measure H

In May 2017, the Measure H Revenue Committee completed its recommendations for the distribution of Measure H funds for FY 17-18. The funds were aligned under 19 strategies to address homelessness; 6 of the 19 strategies are to be managed by the Los Angeles Homeless Services Authority (LAHSA), the Continuum of Care (CoC) for Los Angeles County and the City of Los Angeles combined. Kelly Colopy served on the Measure H Revenue Committee representing the Gateway Council of Governments (COG). The Revenue Committee recommendations were presented and approved by the Los Angeles County Board of Supervisors on June 13, 2017.

During this process, the three CoCs that are independent of LAHSA (Long Beach, Pasadena, and Glendale) began negotiations for a direct carve out of resources specific to activities provided by Continuums. The final conversation with the County's Homeless Initiative Director and LAHSA regarding carve outs for the Independent CoCs was held on July 19, 2017. Participants agreed to funding amounts, and on some areas of flexibility, within strategies that will help us better meet the needs in Long Beach. Services that will be carved out specifically for Long Beach funded under Measure H include: 1) homeless prevention for single adults, 2) rapid rehousing, 3) housing location and navigation through the Coordinated Entry System, 4) outreach services, and 5) enhancing the emergency shelter system.

There is no flexibility to move funding across strategies or to utilize this funding other than what was approved in the strategies. Long Beach programs that cannot be funded utilizing Measure H resources include QOL Teams in the Police Department, the HEART unit in the Fire Department, and clean-up activities.

Measure H Funding

The Long Beach CoC (Homeless Services Division) will receive \$1,874,318 as a direct allocation for the five strategies outlined above. A portion of this allocation will be subcontracted out to local non-profit organizations. The \$1,874,318 represents nine months of funding because Measure H tax collection begins October 1, 2017, the second quarter of the County's fiscal year. Year two funding will reflect 12 months of funding so the amount will be higher (July 1, 2018 to June 30, 2019). The year two allocation will require a new negotiation and approval through the County Board of Supervisors.

In addition to the five strategies and funding listed above, Measure H will also benefit the City in the following ways:

- The Housing Authority will receive approximately \$770,000 in support to landlords who house homeless individuals/families. This will underwrite 220 vouchers. Participants must come through the MSC and be placed in housing using a voucher.
- Pacific Gateway is engaged in conversations to receive funding to provide employment services.
- The City will have greater access to permanent supportive housing resources from the County's Housing for Health program. The Homeless Services Division is working to negotiate a streamlined approach to gaining access to these resources.

In addition to these funding sources amounting to \$2.6 million in FY 18 and when it is time to build a year-round shelter, \$322,000 in one-time capital funding and \$667,627 in on-going funds to provide beds has been set aside. The City will work with the County and Supervisor Hahn to increase this funding, if needed, when a plan for a year-round shelter is finalized.

With the \$2.6 million in new funding through Measure H, the total available FY 18 budget to address homelessness amounts to \$14.1 million.

Should you have any questions, please feel free to contact me at (562) 570-4016 or Teresa Chandler at (562) 570-4011.

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