



# REQUEST FOR APPLICATIONS

Interim Housing Program  
10/7/2024

In Partnership  
with



LOS ANGELES COUNTY  
**DEPARTMENT OF  
MENTAL HEALTH**  
hope. recovery. wellbeing.

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## 1. INTRODUCTION AND PURPOSE

SHINE BC LA is issuing this Request for Applications (RFA), in conjunction with the Los Angeles County (County) Department of Mental Health (DMH). The goal is to expand and enhance interim housing settings and services managed by the DMH Interim Housing Program (IHP) using funds provided through the State of California’s Behavioral Health Bridge Housing (BHBH) Program and the Mental Health Services Act (MHSA). Through this RFA, DMH aims to increase the number of interim housing beds available in the County for people experiencing homelessness who have a serious mental illness (SMI), including those with co-occurring substance use disorders (SUD), and to fill resource and service gaps in the interim housing system.

The DMH IHP is designed to provide temporary shelter services for adults with SMI, including adults with co-occurring SUD, and their minor children who are experiencing homelessness and who lack sufficient resources to afford temporary housing. This RFA makes funding available for two purposes:

- 1) To expand the DMH IHP by developing and operating new **non-congregate** interim housing sites for people experiencing homelessness living with SMI, including those with co-occurring SUD. Non-congregate interim housing sites are defined as sites that have separate rooms for each individual or family unit, with a door or similar structure that can be closed for privacy. Sites where no more than three unrelated individuals occupy the same room may also be considered as non-congregate when evaluated on a case-by-case basis by DMH.
- 2) To continue and enhance the services being provided to clients at existing DMH IHP sites already funded by the DMH IHP.

To accomplish this, two categories of funding are being made available through this RFA:

- 1) **Interim Housing Operations Funding:** This supports operational costs for continuing or enhancing services at existing IHP sites or for new and expanded non-congregate interim housing. See Section 4 of this RFA for eligible uses.
- 2) **Interim Housing Start-up Infrastructure Funding:** This supports infrastructure costs for improving or expanding existing DMH IHP non-congregate interim housing sites or developing new non-congregate sites. *Applicants seeking Start-Up Infrastructure Funding must also apply for Interim Housing Operations Funding.* See Section 4 of this RFA for eligible uses under this funding category.

SHINE BC LA has been retained by DMH as a fiscal and administrative intermediary for the IHP. Awardees selected through this RFA will enter into contractual agreements directly with SHINE BC LA to become DMH IHP providers and receive awarded funding. DMH remains responsible for the oversight and monitoring of all IHP agreements and operations and offering technical support.

**NOTE:** For purposes of this RFA, the terms “interim housing” and “bridge housing” will be used interchangeably.

## **1.1 Current DMH IHP Providers**

All current DMH IHP providers seeking to continue their operations must respond to this RFA. As long as the existing IHP providers meet the requirements of this RFA, DMH intends to continue to contract for the existing beds. Current providers will be required to provide Housing Navigation Services and may also apply to provide Enhanced Clinical Services, as described below in Section 3: Description of DMH IHP Operations. Current DMH IHP providers may also propose an expansion to operate additional beds, as well as apply for Start-up Infrastructure Funding to assist in developing the new beds or improving existing non-congregate sites. For proposals from existing DMH IHP providers that include new beds, Start-up Infrastructure funding, or Enhanced Clinical Services, these new components will be scored competitively along with proposals from providers new to DMH IHP. The terms “operators” and “providers” are used interchangeably.

## **2. BACKGROUND**

### **Homelessness and Homeless Services in Los Angeles County**

According to the Greater Los Angeles 2024 Homeless Count, there are 75,312 people experiencing homelessness in Los Angeles County and 24% report having a mental illness. A 2022 report by California Policy Lab titled, Serious Mental Illness Among People Who Are Unsheltered in Los Angeles, found that approximately 17% of unsheltered individuals in Los Angeles Continuum of Care have an SMI. DMH is the Local Mental Health Plan in Los Angeles County, providing specialty mental health services to individuals of all ages in a wide variety of programs, most of whom are diagnosed with SMI and eligible for Medi-Cal. In Fiscal Year 2022-23, DMH served over 200,000 clients, and it has been estimated that approximately 20% of DMH clients are experiencing homelessness.

DMH has many programs that serve people experiencing homelessness, including the Homeless Outreach and Mobile Engagement (HOME) team, which has 16 street-based teams Countywide, and Full-Service Partnership (FSP) programs, which are outpatient intensive field-based services that support clients with more intensive needs, including those who are homeless. In DMH adult FSP programs, 50% of clients were homeless when they entered the program. In order to effectively serve clients with SMI, DMH has developed a wide range of housing resources that include DMH IHP. DMH participates in the County’s Coordinated Entry System (CES), which is used to help people experiencing homelessness transition to Permanent Supportive Housing. The goal of the DMH IHP is to transition individuals who are on the streets into temporary shelter where they can stabilize and then assist them in developing and implementing a permanent housing plan, which may include accessing permanent housing through the CES.

## Sources of Funding

This RFA will distribute BHBH Program funding that was received by DMH to serve people experiencing homelessness living with SMI including co-occurring SUD, along with MHSAs funding that is currently budgeted for DMH IHP operations.

### BHBH

The BHBH Program, authorized through Assembly Bill 179, provides \$1.5 billion in funding to California counties to expand and manage bridge housing. This includes interim housing for people who are experiencing homelessness and have a serious behavioral health condition that include those with SMI and/or SUD. DMH was awarded a total of \$259,280,749 by the Department of Health Care Services (DHCS) to implement the BHBH Program in Los Angeles County. This includes funding for non-congregate interim housing, housing navigation, rental assistance and start-up infrastructure costs. Of this amount, DMH is dedicating approximately \$213 million of BHBH funds for interim housing operations and start-up infrastructure which is expected to fund in excess of 500 beds throughout the County. The number of beds funded will depend on the awards for Start-up Infrastructure and the bed rates established for each site funded, which will be determined based on the process described in Section 4: Interim Housing Standardized Base Rate.

BHBH funding is available through June 30, 2027. BHBH Program guidelines direct that at least 75% of a County's BHBH funds must be used for costs related to bridge housing operations including supportive services not covered by Medi-Cal or other funding sources. Remaining funds may be used toward start-up infrastructure costs. The BHBH Program also requires that Counties prioritize Community Assistance, Recovery and Empowerment (CARE) Court participants for BHBH-funded services. To learn more about CARE Court in LA County, visit [DMH CARE Court](#).

DHCS is administering the BHBH Program through its third-party administrator, Advocates for Human Potential (AHP). All applicants that are awarded BHBH funds are required to adhere to the conditions found in the RFA that was issued by DHCS to counties applying for BHBH funding (go to: [BHBH RFA](#)) and the relevant subcontractor requirements of the BHBH agreement between DMH and AHP.

In Los Angeles County, the Department of Public Health - Substance Abuse Prevention and Control (DPH-SAPC) also received a BHBH Program funding award from the DHCS. For additional information on DPH-SAPC's BHBH Program, please contact [SAPC\\_ASOC@ph.lacounty.gov](mailto:SAPC_ASOC@ph.lacounty.gov).

### MHSA/BHSA

The MHSA was passed by California voters in 2004 through Proposition 63 and imposed a 1% tax on all personal income over \$1 million annually. The resulting revenue has served as a significant funding source for DMH and is the current funding source for the DMH IHP. Beginning July 1, 2026, Proposition 1, a State ballot measure passed in March 2024, will go into effect and will transform the MHSA into the Behavioral Health Services Act (BHSA). It is the

State's intent that when the BHBH funding ends, the counties continue to fund the programs with BBSA funds. In order to do that, DMH will utilize the BBSA stakeholder process to engage in planning to continue funding of the interim housing operations once BHBH Program funding ends.

Learn more about the BBSA here: [BBSA Using Funds for Housing](#).

### 3. DESCRIPTION OF DMH IHP OPERATIONS

Through this RFA, DMH intends to expand and enhance its IHP settings and services for people experiencing homelessness and who are diagnosed with SMI including those with co-occurring SUD. DMH seeks IHP sites that will provide clients, at a minimum, with temporary safe and clean shelter, 24-hour general oversight, and services including the following:

- 24-hour bed availability
- Case management and supportive services including but not limited to:
  - Connection to benefits, mental health, substance use and health services
  - Connection to employment development and job placement programs
  - Activity coordination
  - Transportation
- Evidence-based practices as identified in Exhibit A
- Residential supervision
- Restrooms and showers
- Laundry services
- Three meals per day
- Linens, hygiene products, and toiletries
- Accommodations for service and emotional support animals
- Security

Housing Navigation Services must be provided to all clients of DMH IHP sites funded through this RFA. These services help clients identify housing options, resources, and services to transition into permanent housing. This includes understanding the County's CES and building relationships with property owners, managers, community partners, and other service and housing providers.

Applicants are also encouraged to apply for additional funding through this RFA to implement Enhanced Clinical Services at proposed IHP sites. This can be done by incorporating Licensed Vocational Nurse (LVN) and/or mental health clinicians or similar staff in the staffing pattern to support the complex needs of DMH clients and improve outcomes.

DMH IHP administration will oversee IHP providers including approving all referrals, conducting site visits and program evaluations, monitoring client length of stay and housing plans, collecting outcomes, and administering client satisfaction surveys. DMH will also provide ongoing technical and administrative support, set bed rates, and approve all invoices. SHINE BC LA, as the fiscal administrator, will enter into contractual agreements with IHP providers and manage all invoice payments.

A complete description of all required and optional DMH IHP services is outlined in Exhibit A: Los Angeles City and County Interim Housing Minimum Service and Operations Practice Standards and Exhibit B: Los Angeles County Department of Mental Health Interim Housing Program Service Requirements. Together, these two documents, or updated versions of these documents, will constitute the joint Statement of Work for DMH IHP Operations.

## **Populations Served**

Interim housing beds funded through this RFA will be dedicated to serve individuals referred directly by DMH IHP Administration. To qualify for a DMH IHP bed, participants must be experiencing homelessness and either be currently receiving mental health services from a DMH directly operated or contracted provider or qualify for specialty mental health services as determined solely by DMH.

All proposed IHP sites must uphold principles of non-discrimination and inclusivity, ensuring equal access regardless of race, ethnicity, gender, sexual orientation, gender identity, disability, or other protected characteristics in compliance with the Fair Housing Act, California Fair Employment and Housing Act, and other applicable laws.

DMH serves diverse populations and is interested in receiving applications that are responsive and supportive to their needs. These populations include, but are not limited to:

- Transition age youth (ages 18-25)
- Adults (ages 26-59)
- Older adults (ages 60+)
- Families with minor children
- Black, Indigenous, Latina/o/x and People of Color (BILPOC)
- LGBTQIA2S+
- Individuals fleeing domestic and intimate partner violence
- Justice-involved individuals
- Individuals with mobility restrictions

Applications are welcome for general IHP settings accepting multiple populations, as well as for IHP settings with services focused specifically on one of the populations listed above.

## **Geographic Distribution of Interim Housing Beds**

The current distribution of interim housing beds across the County was analyzed in consultation with the County's Office of Racial Equity, which leads the County's Anti-Racism, Diversity, and Inclusion (ARDI) Initiative. This analysis took into consideration the current geographic distribution of DMH IHP beds, the geographic distribution of interim housing beds in the County funded by other public entities and the geographic distribution of people experiencing homelessness in the County as reported by LAHSA in its 2023 Point-in-Time Count. The results highlighted the need for a more equitable distribution of beds to ensure that all communities have access to necessary interim housing services.

According to the analysis, most interim housing beds across Los Angeles County are currently in Service Planning Area (SPA) 4 (Metro LA) and SPA 6 (South), which have the highest concentrations of people experiencing homelessness. However, the remaining SPAs have a lower proportion of interim housing beds when compared to the number of people in those SPAs experiencing homelessness.

Through this RFA, DMH seeks to achieve greater geographic equity to increase the number of beds in:

- SPA 1 (Antelope Valley)
- SPA 2 (San Fernando Valley)
- SPA 3 (San Gabriel Valley)
- SPA 5 (West)
- SPA 7 (Southeast) and
- SPA 8 (South Bay)

Proposals will be evaluated per Section 10, Application Process. From this process, funding will be awarded to proposals that help achieve a more equitable distribution of interim housing beds.

Use the “[Los Angeles County - Enterprise GIS District Locator \(lacounty.gov\)](https://lacounty.gov/enterprise-gis-district-locator)” application to determine the SPA of a proposed project.

#### **4. IHP FUNDING CATEGORIES AND ELIGIBLE/INELIGIBLE USES**

Awards received through this RFA include Start-Up Infrastructure Funding and/or Interim Housing Operations Funding. While applicants are not required to apply for Start-Up Infrastructure Funding, any applicant applying for Start-Up Infrastructure Funding must also apply for Interim Housing Operations Funding. Eligible and ineligible funding uses are further outlined below.

##### **Interim Housing Start-Up Infrastructure Funding**

Applicants may apply for Start-Up Infrastructure Funding to expand non-congregate interim housing settings. Existing DMH IHP non-congregate providers may also request this funding to improve their current site without expanding the number of beds. However, priority will be given to funding requests for the development of new beds.

Start-Up Infrastructure projects will be supported with BHBH Program funds. Eligible uses of Interim Housing Start-Up Infrastructure Funding include contributions to the acquisition of property; initial purchases of furniture, equipment and appliances; and minor renovations to make necessary accessibility modifications. Interim Housing Start-Up Infrastructure Funding may also be used for renovation costs related to modifying an existing structure for non-congregate interim housing use, including adaptive reuse. A complete description of Start-up Infrastructure Funding details is available in the RFA that was issued by DHCS to Counties

applying for BHBH funding ([BHBH RFA](#)), including the relevant subcontractor requirements of the BHBH agreement between DMH and AHP.

Applicants are encouraged to propose the use of Start-Up Infrastructure Funding for interim housing settings that use existing real estate that are owned outright by the operator or can be leased and quickly converted to create new non-congregate interim housing beds. Potential settings may include the following:

- Apartment buildings dedicated for use of interim housing
- Warehouse conversions (designed to support privacy, as congregate or dormitory-style housing is not allowed)
- Hotels and motels
- Modular buildings
- Decommissioned skilled nursing facilities (SNFs), assisted living facilities, hospital conversions, etc.

Interim Housing Start-Up Infrastructure Funding awarded per new interim housing bed may not exceed the BHBH Program maximum of \$75,000 per bed. Projects, however, will be evaluated based on cost effectiveness and budget and will not by default be awarded the per-bed maximum unless sufficient funding is available and the cost can be appropriately justified.

### **Interim Housing Operations Funding**

All applicants must apply for Interim Housing Operations funding to support facility operating costs as outlined in Exhibits A and B. Existing DMH IHP providers must submit an application through this RFA in order to continue to receive DMH IHP Operations funding. Operators of existing DMH IHP sites with congregate beds may apply for Interim Housing Operations Funding that will support their existing congregate beds; however, any new proposed beds must be non-congregate.

### **Interim Housing Standardized Base Rate**

All applicants awarded Interim Housing Operations Funding will receive a Standardized Base Rate per participant per night, calculated with one formula used for single adult beds and another formula used for family units. The Standardized Base Rate formulas are currently being finalized based on information and findings from the August 2023 Abt Associates Cost Study, *“Understanding Interim Housing Costs Across Los Angeles County”*. Once finalized, the formulas are expected to be adopted across multiple County departments including DMH and the Department of Health Services (DHS), as well as by the City of Los Angeles and the Los Angeles Homeless Services Authority (LAHSA). The final Standardized Base Rates will be in alignment with supporting the service requirements that are expected at all interim housing settings within the County as outlined in Exhibit A and are intended to cover all DMH-specific service requirements as outlined in Exhibit B, with the exception of Housing Navigation Services and Enhanced Clinical Services, which are described further below.

## Housing Navigation Services Supplemental Rate

Housing Navigation Services will be required to be provided to all DMH interim housing clients by all DMH IHP providers funded through this RFA and will be funded at an additional rate above the Standardized Base Rate. See Exhibit B for further details.

## Enhanced Clinical Services Supplemental Rate

Applicants are encouraged, but not required, to propose providing Enhanced Clinical Services, as described in Exhibit B. These services will be funded at an additional rate above the Standardized Base Rate. See Exhibit B for further details on requirements for the Enhanced Clinical Services.

## **Project Types Ineligible for IHP Funding**

The following types of projects are ineligible for Interim Housing Start-Up Infrastructure Funding and Interim Housing Operations Funding through this RFA:

- **Expansion or Creation of New Congregate Beds:** No new congregate (dormitory-style) beds can be funded as part of projects proposed through this RFA.
- **Projects Utilizing Bunk Beds:** Bunk beds will not be allowable for new IHP sites, to reduce barriers for individuals with mobility restrictions.
- **New Construction of Interim Housing Facilities:** Projects that require significant new construction or that are primarily focused on the building of new facilities are ineligible. BHBH Program funding is not intended for the full construction of new interim housing facilities.
- **Sites Not Zoned for Interim Housing:** Projects proposed for sites that are not properly zoned for interim housing operations according to local zoning laws are ineligible. Applicants must verify zoning before application submission.
- **Projects Without Site Control and Without Property Owner Consent:** Projects proposed on properties where the applicant is not the property owner, and the applicant has not provided a signed letter or lease from the property owner supporting the use of the property for interim housing, are ineligible.
- **Applications Exceeding Maximum Funding Limits:** Projects requesting Interim Housing Start-up Infrastructure funding beyond the per-bed funding cap of \$75,000 established by BHBH are ineligible.
- **Incomplete or Non-Compliant Applications:** Projects proposed as part of applications that are incomplete, do not comply with the RFA guidelines or are submitted past the deadline are ineligible.

## Expenses/Activities Ineligible for IHP Funding

Funds awarded through this RFA shall not be used for any of the following expenses or activities:

- **Substitution of Committed Project Financing:** Funds cannot be used to replace or offset any other committed or secured project financing sources.
- **Non-SHINE BC LA Funded Projects or Services:** Funds cannot be used for costs associated with projects and/or services not funded by SHINE BC LA through this RFA.
- **Unrelated Commercial Space or Tenant Improvements:** Funds cannot be allocated toward the development or improvement of commercial spaces or for tenant improvements unrelated to the interim housing project being funded through this RFA.
- **Reimbursement of Previously Paid Costs:** Funds cannot be used to reimburse project costs that have already been covered by another project funding source or that occurred prior to the SHINE BC LA contract execution date.
- **Capitalized Reserves:** Funds cannot be used for the establishment of capitalized transition reserves or other project reserves.
- **Refinancing or Recapitalization:** Funds cannot be used for refinancing existing permanent debt on developments or for any type of recapitalization.
- **Application Fees or Other Project Financing:** Funds cannot be used for costs associated with application fees or other fees related to securing additional project financing.
- **Operational Costs Beyond Scope:** Funds cannot be used for operational expenses not directly tied to the interim housing project as outlined in the RFA.

## 5. APPLICANT ELIGIBILITY AND MINIMUM MANDATORY REQUIREMENTS

All DMH IHP providers that currently hold contractual agreements with SHINE BC LA to operate DMH-funded IHP sites are eligible to submit applications through this RFA and **must** submit an application in order to have DMH continue to fund any part of their operations. All others interested in applying for funding through this RFA that can demonstrate their ability and qualifications to develop and operate new non-congregate interim housing sites are also invited to apply. Applicants seeking funding for multiple sites, must submit a separate application for each proposed site.

Any applicant, regardless of whether they are an existing or prospective DMH IHP provider, must attest and provide proof as needed that they meet the below minimum mandatory requirements at the time of application submission.

1. Applicant must be a legally established entity authorized to conduct business in the State of California.

2. Applicant must have a current Internal Revenue Service Tax Identification Number (TIN).
3. Applicant must be in good standing with the State of California and their current funders and must not be suspended or debarred from contracting with the State of California, County of Los Angeles, City of Los Angeles or LAHSA. An applicant shall not be recommended for funding, regardless of the merits of the proposal submitted, if it has a history of contract non-compliance with any funder, a contract suspension, a termination for cause by a funder, or outstanding financial obligations with a funder that have not been adequately resolved with said funder.
4. Applicant must agree to dedicate all interim housing beds funded through this RFA to the SMI population including those with co-occurring SUD.
5. Applicant must have a minimum of two years of verifiable experience in the last 10 years providing services to people experiencing homelessness.
6. Applicant must agree to provide the services outlined in the Los Angeles City and County Interim Housing Minimum Service and Operations Practice Standards (Exhibit A) and the DMH IHP Program Service Requirements (Exhibit B).
7. Applicant must agree to adhere to the BHBH RFA conditions and subcontractor requirements with AHP.
8. Applicants that are not current DMH IHP providers must provide at least two references that can attest to their experience providing services to people experiencing homelessness. At least one reference must be from a funder of interim housing unless the applicant is not currently funded for interim housing services.
9. Application must be submitted by the proposed Interim Housing Operator. If the Interim Housing Operator and the Site/Property Owner are distinct entities, the Operator must obtain and include an Owner Certificate from the Property Owner. The Owner Certificate must confirm the Property Owner's awareness and endorsement of the applicant to use the property as interim housing for individuals with SMI for the duration of the program period.
10. In accordance with Los Angeles County Code, Chapter 2.160 (County Ordinance 93-0031), each person/firm submitting a response to this bid/proposal must certify in writing that such Proposer and each County lobbyist and County lobbyist firm, as defined by Los Angeles County Code 2.160.010 retained by the Proposer, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

## 6. IHP GENERAL OPERATING REQUIREMENTS

Interim housing operators funded through this RFA are required to adhere to and utilize the below general operating requirements for their interim housing operations and services.

### **Anti-Racism, Diversity and Inclusion**

In support of the Los Angeles County Board of Supervisors' directives and the County's vision, the Anti-Racism, Diversity and Inclusion Initiative's mission is:

To end structural racism and its consequences in Los Angeles County. To boldly articulate an anti-racist agenda that will guide, govern and increase the County's ongoing commitment to fighting systemic and institutional racism in all its forms and dimensions by directing, building capacity for and sustaining the development of equitable policy, workforce culture, data analysis and resource distribution.

All applicants shall be responsible for demonstrating in their applications how they plan to address promoting equity from organizational practices to service delivery. Applicants must also demonstrate their capability to support specific groups within their general client base, such as those identified in the Populations Served section of this RFA. This commitment should be evident throughout the organization, from its mission and vision to policy implementation to services.

As such, all applicants receiving funding through this RFA must be able to address the diverse cultural and linguistic needs of the populations they serve. These considerations should encompass a range of identities including but not limited to race, ethnicity, gender, gender identity, sexual orientation, economic background, age, family dynamics, language proficiency and physical and mental abilities. To facilitate effective communication with clients, DMH IHP operators are also required to offer services and information in language that is accessible and considers educational and literacy levels, while also being sensitive to the cultural identity of each individual.

### **Use of Evidence-Based Practices**

#### **Housing First**

IHP operations must be consistent with Housing First principles as required by Welfare and Institutions Code (WIC) Section 8255(b). Consistent with the national Housing First model and WIC Section 8255(b), abstinence from alcohol or other substances cannot be a requirement or prerequisite for housing.

As outlined in the webinar *Core Principles of Housing First and Rapid Re-Housing* by the United States Department of Housing and Urban Development (HUD) and the United States Interagency Council on Homelessness (USICH), the Housing First approach is grounded in these six key principles:

1. Housing must be safe and affordable.

2. All individuals are capable of achieving housing stability in permanent housing, though the supports they need may vary.
3. Everyone is considered "housing ready."
4. Housing can lead to improved quality of life, health, mental health and employment outcomes.
5. Individuals have the right to self-determination, dignity and respect.
6. Housing and services should be tailored to meet the specific needs and preferences of each household.

## **Harm Reduction**

Harm reduction strategies are designed to lessen the adverse effects of behaviors that negatively impact a participant's health and well-being such as substance use, alcohol consumption, not adhering to prescribed medications, criminal activities, sex work, or sleeping outdoors. In housing environments, the goal of harm reduction is to prevent participants from losing their housing or being removed from the program solely due to their inability to cease these harmful behaviors.

DMH IHP operators following a harm reduction model should employ every possible intervention, short of removing the participant from the program, to help them reduce or manage risky behaviors while also supporting their stabilization and transition to permanent housing. Harm reduction, however, is not intended to prevent the termination of a participant if their actions or behaviors pose a threat to the safety of others including other IHP clients and staff. It is crucial for IHP operators to establish clear policies and procedures to be implemented in the event of such behavior on the part of a participant.

## **Trauma-Informed Care and Design**

Trauma-informed care involves designing and operating programs with a comprehensive understanding of trauma and its impact on service recipients. Traumatic experiences can shape how clients respond to services and influence their perception of the service environment.

A key element of trauma-informed care is establishing a safe and supportive setting. To accomplish this, DMH IHP operators must provide thorough training for all staff on the effects of traumatic stress as well as the connections between trauma, mental health, substance use, and homelessness. This training should also cover the potential impact on staff when working with trauma survivors and how these challenges can affect their job performance. Furthermore, staff training in crisis management should include strategies for helping clients recognize triggers, safely express their emotions, develop healthy coping mechanisms, and create safety and self-care plans to prepare for potential crises.

Trauma-informed design involves creating environments that recognize and address the impact of trauma on individuals. It emphasizes safety, trust and empowerment, and ensuring that spaces and services are sensitive to the needs of trauma survivors. This approach prioritizes the creation of supportive, calm and inclusive settings that reduce stress, avoid triggers and promote healing. The goal is to make environments more accessible and comfortable for all,

especially those who have experienced trauma. To learn more about trauma-informed design, visit: [Home For Good Minimize Trauma & Support Resiliency Through Design](#).

## **Habitability Standards**

IHP providers must meet the [Emergency Solutions Grants \(ESG\) Habitability Standards for Emergency Shelters and Permanent Housing](#) (see Exhibit D) and, when possible and applicable, should also meet the [Continuum of Care \(CoC\) Housing Quality Standards \(HQS\)](#). SHINE BC LA will conduct housing quality inspections before the disbursement of any Interim Housing Operations Funding and at its discretion thereafter.

## **Providers Serving Youth**

IHP providers and any subcontractors working with youth must be fingerprinted and pass the background check, as required by California Penal Code Sec. 11105.3 and California Education Code Sec. 45125.1 and Sec. 10911.5 prior to working with youth. Fingerprinting and background checks may be required of other staff and volunteers depending upon how much contact the staff member will have with minors. The IHP provider shall be responsible for obtaining security clearances for staff whose duties require a sufficient level of interaction with youth.

## **Service Animals**

IHP providers shall have in place appropriate policies and procedures relative to service animals for persons with disabilities and must provide staff training regarding service animals and other ADA requirements within three (3) months of beginning service.

## **Reporting and Outcome Data**

IHP providers must enter client-level data into the local CoC's Homeless Management Information System (HMIS) as outlined in Exhibit B. Additional reporting requirements, Key Performance Indicators, and outcome data collection may be determined by the award funding source (BHBH, MHSA or BHSA) or by DMH.

IHP providers shall be required to submit to SHINE BC LA or DMH reports including program expenditures, progress reports and recipient information.

## **Site Control**

At the time of application, an applicant must demonstrate site control. Site control must extend through the expected timeline for the award of RFA funds, with the ability to control the site throughout the expected term of the Contract.

Any one of the following can be used to prove site control:

- Title vested to the applicant, demonstrated with a current title report (ownership)
- Executed Purchase and Sale Agreement (PSA)

- Executed Owner’s Certificate (Exhibit I) with copy of preexisting long-term lease through at least June 30, 2027
- Executed Owner’s Certificate (Exhibit I) confirming that Property Owner is the owner of the Property and indicating owner’s obligation to lease to operator through at least June 30, 2027, solely conditioned on applicant’s award of funding.

NOTE: Except as set forth above, any other nonbinding Memorandum of Understanding (MOU), Letter of Intent (LOI), or equivalent documentation with any condition other than the applicant’s award of funding, does not constitute site control.

## **Subcontractor Requirements**

Contractors may not enter into an agreement with a subcontractor for the provision of shelter or supportive services under any system component funded under this RFA, unless that subcontractor and its qualifications are fully described in the proposal, and the intention to subcontract is explicitly stated in the proposal or the use of the subcontractor has been approved in writing by SHINE BC LA. Contractor shall remain liable for the performance of the subcontractor and will require subcontractor to adhere to all provisions in the contract between SHINE BC LA and Contractor.

## **Project Zoning**

Applicants for new DMH IHP beds are required to verify that the proposed site/property is in a zoning area that permits interim housing operations. Applicants should confirm with their local jurisdiction to verify zoning designation allows for interim housing. Applicants must acknowledge proper zoning and use within their submission.

## **Insurance Coverage**

Awardees of funding through this RFA must secure and maintain the following types of insurance coverage, with specified limits, throughout the project’s duration:

- **Commercial General Liability Insurance**
  - \$2 million General Aggregate
  - \$1 million Products/Completed Operations Aggregate
  - \$1 million Personal and Advertising Inquiry
  - \$1 million Each Occurrence
- **Automobile Liability Insurance**
  - \$1 million Bodily Injury and Property Damage (per accident)
- **Workers Compensation and Employers’ Liability Insurance**
  - \$1 million per Accident
- **Pollution Liability Insurance** (only required for awardees of Interim Housing Start-Up Infrastructure Funding)
  - Limit no less than \$1 million

- **Sexual Misconduct Liability Insurance**
  - \$2 million per Claim
  - \$2 million Aggregate
  
- **Professional Liability/Errors and Omissions Insurance**
  - \$1 million per Claim
  - \$3 million Aggregate
  
- **Cyber Liability Insurance**
  - \$2 million per Occurrence
  - \$2 million Aggregate

Contractors will name SHINE BC LA and the County of Los Angeles as additional insured on general liability (where required), auto liability (owned and non-owned), workers' compensation, and errors and omissions policies (where required).

Proof of insurance with coverage limits and additional insured requirements and additional requested details must be provided upon acceptance of any award through this RFA in compliance with SHINE BC LA's standards.

### **Grievance Procedure**

Contractor shall have in place an appropriate grievance procedure. Said grievance procedure must be in compliance with standards stated in the program contract.

### **Code Compliance**

Contractors shall maintain any applicable licenses or permits and meet any facilities code regulations required for the system component(s) funded under the contract.

### **Other Requirements**

- Contractors shall participate in information networking, training, and coordination meetings as directed by DMH or SHINE BC LA or other funding sources.
  
- Contractor shall ensure that all employees and volunteers who have direct contact with clients have an annual tuberculosis (TB) test. Contractor shall retain documentation of the test results.
  
- Contractors shall cooperate with research and evaluation activities as directed by SHINE BC LA, and or DMH.
  
- Contractors will be required to submit a Code of Conduct which will address conflict of interest requirements.

- Each contractor must comply fully with all the requirements specified in this RFA and committed to in the proposal otherwise Contractor risks immediate termination of contract.

## **7. IHP START-UP INFRASTRUCTURE REQUIREMENTS**

### **State Prevailing Wage**

A project funded by BHBH Program funding is considered a “public works” project if the applicant intends to use BHBH funds for the “construction, alteration, demolition, installation, or repair” of a building or structure (Cal. Lab. Code section 1720(a); Cal. Lab. Code section 1750(b)(1)).

Applicants using BHBH Program funding to fund public works are subject to California’s prevailing wage and working hours laws (Division 2, Part 7, Chapter 1 of the California Labor Code). The applicant’s project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations (DIR) (Cal. Lab. Code section 1771.4(a)(1)). Award recipients must register as the “awarding body” with the DIR within 30 days of executing a funding contract with SHINE BC LA. Proof that the general contractor is also registered with the DIR may be required before BHBH Program funds are disbursed. It is expected that only projects awarded Interim Housing Start-Up Infrastructure Funding may be considered public works projects, however any applicant awarded funding is solely responsible for complying with all applicable laws, and determining if the applicant is subject to California’s prevailing wage requirements.

### **Deed Restriction**

DHCS requires that county Behavioral Health Agencies place a deed restriction on non-county-owned properties purchased or improved with Interim Housing Start-up Infrastructure Funding provided by the BHBH Program. The term of the deed restriction will be for up to five years, depending on the amount of funding awarded and the specific nature of the improvements or real estate acquisition funded. If DMH IHP funding provided through this RFA is no longer available and, as a result, the SHINE BC LA contract is terminated, DMH, in its sole discretion, may allow for the termination of the deed restriction. The deed restriction will stipulate that the property be used throughout the specified term to provide interim housing for people experiencing homelessness with SMI including those with co-occurring SUD.

### **Special Real Estate Requirements**

By submitting an application for Interim Housing Start-Up Infrastructure Funds through this RFA, applicants acknowledge and agree to comply with all real estate requirements as outlined in Exhibit F: Special Real Estate Requirements. These requirements will be incorporated into the Contract between SHINE BC LA and each awarded applicant.

## Material Changes

SHINE BC LA must receive a written request for any material changes proposed to the project after application submittal or contract execution. Material changes include, but are not limited to, alterations in unit eligibility, architectural design, supportive services, development team, ownership, financing structure, cash flow or operating subsidies. Applicants must receive written approval from SHINE BC LA for any requested material changes prior to implementation. Changes proposed to scored items may result in applications being re-scored and then re-evaluated relative to other applications and may change funding decisions including the rescinding of committed funds in favor of another project. If the applicant undertakes any changes to the project without approval, SHINE BC LA reserves the right, in its sole discretion, to withdraw or rescind any funding commitment.

## 8. BUDGET REQUIREMENTS

### Budgets For Interim Housing Start-up Infrastructure Funding

Applicants seeking Interim Housing Start-Up Infrastructure Funding must submit a comprehensive and itemized budget using the provided Budget Template (see Exhibit E), along with a budget narrative, detailing how funding received through this RFA will contribute toward start-up infrastructure costs. The budget must account for all phases of development, from planning to construction, and provide a clear delineation between infrastructure and operational expenses.

### Inclusion of Development Costs

Special attention must be given to include all costs related to planning, permitting and construction, particularly for projects that are classified as “public works” under prevailing wage laws. These costs may include, but are not limited to:

- **Planning and Permitting:** This includes fees associated with obtaining necessary permits and approvals.
- **Construction Costs:** This includes labor, materials and prevailing wage rates for all onsite work.
- **Insurance Costs:** This includes comprehensive coverage including general liability, builders’ risk and any required specialized insurance.
- **Legal Fees and Bonds:** This includes payment and performance bonds as well as any legal fees associated with project execution.
- **Consultant Fees:** This includes costs for specialty consultants such as architects, engineers and environmental consultants.

- **Indirect Costs:** Applicants with a current Negotiated Indirect Cost Rate Agreement (NICRA) with a federal agency may use their approved rate. If no NICRA is available, a de minimis rate of 10 percent of the modified total direct costs can be applied.
- **Acquisition of Furniture, Equipment, and Appliances:** This includes the initial acquisition of furniture, equipment and appliances necessary for the operation of the proposed interim housing site. These costs should be itemized in the budget and align with the overall project plan.

### **Requirement for General Contractor Bids**

Applicants seeking Interim Housing Start-Up Infrastructure Funding must submit at least three competitive bids from licensed general contractors as part of their budget documentation.

These bids should reflect:

- **Scope of Work:** This includes a detailed description of the work to be performed including all labor, materials, and associated costs.
- **Compliance with Prevailing Wage Laws:** This includes confirmation that all bids comply with prevailing wage requirements for “public works” projects.

The submission of multiple bids ensures that the proposed budget is competitive and reflective of current market rates. Failure to provide three bids during the application process may result in disqualification if additional documentation is not provided upon request.

### **Compliance with DIR**

Applicants must comply with all DIR regulations pertaining to “public works” projects. This includes selecting only those general contractors who are registered with the DIR and preferably those with experience in public works projects.

### **Budgets for Interim Housing Operations Funding**

All applicants are required to submit a 12 month operational budget and budget narrative detailing how Interim Housing Operations Funding received through this RFA will contribute towards the costs of operations. Applicants must complete the provided Budget Template (see Exhibit E) and identify all direct and indirect costs.

The budget and budget narrative will be reviewed to assess the reasonableness and responsiveness of the staffing pattern and resource allocation toward meeting the program requirements as outlined in Exhibits A and B. Interim Housing Operations award amounts will be based on the Interim Housing Standardized Base Rate, Housing Navigation Services Supplemental Rate, and where applicable, a negotiated supplemental rate for Enhanced Clinical Services. Budgets are subject to revisions and final negotiations.

## Budget Management

Awardees through this RFA are fully responsible for managing their project within the awarded funding. SHINE BC LA and DMH will not be obligated to cover any costs that exceed the awarded amount. It is crucial that applicants account for potential contingencies in their project budgets to mitigate the risk of cost overruns.

## 9. IHP FUNDING PRIORITIES

This RFA prioritizes projects for funding that align with the criteria described below. These funding priorities reflect identified needs in the County and support the overarching goals of the DMH IHP to provide safe, supportive, low-barrier and accessible interim housing to individuals living with SMI including those with co-occurring SUD.

### Project Readiness

Given the urgent need for interim housing beds in the County and the timelines associated with BHBH Program funding, projects that create new non-congregate interim housing beds and are "turnkey ready" will receive the highest priority. Turnkey ready projects are those that require minimal or no construction, renovation or site work and are able to open and begin accepting clients within 30 days of contract execution.

Each application will be required to go through a review process to verify the project readiness of the proposed interim housing site. Projects will be prioritized as follows:

- **Immediately Available for Occupancy (Highest Priority):** This includes turnkey ready projects that do not require any site work needing permits, have a Certificate of Occupancy and can immediately be used to provide clients with interim housing.
- **Shovel Ready (Moderate Priority):** This includes projects that can be completed within a few months and require minimal site work prior to use as interim housing. Shovel ready generally means that planning is complete, permits are in place and work can commence once sufficient funding is secured.
- **Design and Development (Lowest Priority):** This includes projects that require significant lead time for renovations. Projects in this stage are in an active planning phase and are still in need of permits to commence any site work and be available for occupancy. While applicants are still encouraged to apply for such projects, they will be considered after projects that are immediately available for occupancy or shovel ready and will be required to provide substantial documentation to demonstrate readiness to begin operations within the established timeframes.

## Enhanced Clinical Services

Applicants may propose to add Enhanced Clinical Services that include onsite Mental Health Clinical Services, onsite LVN services or both on-site Mental Health Clinical Services and LVN services as part of their IHP services. These Enhanced Clinical Services, which are described further in Exhibit B, are intended to provide additional support for the needs of individuals with SMI, including those with co-occurring SUD, who comprise the focal population of the DMH IHP.

Applicants proposing to add Enhanced Clinical Services to their interim housing sites will be prioritized to the extent that a realistic plan is presented for recruiting, retaining and providing appropriate clinical supervision to the Mental Health Clinician, LVN or similar staff hired to implement the services.

## 10. APPLICATION PROCESS

### Key Dates and Events

The table below identifies key dates related to the RFA and awards.

Date	Event
10/7/2024	RFA Release 9:00 AM PT
10/15/2024	RFA Informational Webinar 10:00 AM - 12:00 PM PT
10/18/2024	Questions & Answers (Q&A) Submission Deadline by EOB
10/21/2024	RFA Application Portal is Live 9:00 AM PT
10/25/2024	Q&A Responses Published by EOB
10/25/2024	Portal Assistance Office Hours
11/18/2024	RFA Final Responses Due by 11:59 PM PT
11/19/2024 to 1/17/2025	Application Review Period, Including Onsite Project Assessment
1/21/2025	Conditional Award Letters Begin to be Issued

### Application Submissions

All RFA materials and information can be found in these RFA guidelines and in the Supplemental Exhibits identified in the Table of Contents. A sample of the application questions has been included (Exhibit H) for applicants to begin drafting their responses; however, applications will only be accepted electronically via the application portal. Completion of Exhibit H does not replace the requirement to apply through the portal. Applications may not be hand delivered or mailed.

The deadline for applications will be November 18, 2024, at 11:59 p.m. PT. It is the sole responsibility of the applicant to ensure that the submitted application is complete and accurate and includes all required supporting documentation. Providing false information on a proposal will result in the proposal not being recommended for funding. If errors are found but are not intentional, SHINE BC LA may review the initial scoring and application and adjust

the rating points as applicable. It is the Proposer's responsibility to ensure all information is accurate. If a contract was awarded based on false information, SHINE BC LA reserves the right to cancel the contract immediately.

Acceptance by SHINE BC LA of an application under this RFA constitutes agreement by the applicant to all terms, conditions, requirements and rules of the RFA but does not constitute a contract or commitment of any kind. SHINE BC LA reserves the right, in its sole discretion, to reject any and all applications in whole or in part. Once an application has been submitted, applicants will not be permitted the opportunity to cure deficiencies unless requested to do so by SHINE BC LA. SHINE BC LA may, in its sole discretion, request clarification or revisions of any portion of an application from the applicant. SHINE BC reserves the right to communicate in meetings or in writing with proposers, funders and/or organizations associated with the Proposer to obtain additional information and to utilize this information in the evaluation process.

### **Reasonable Accommodations for Applications**

For individuals with disabilities, SHINE BC LA will provide assistive services such as reading or writing assistance and conversion of the RFA, Q&A, RFA addenda or other administrative notices into braille or large print. To request copies of written materials in an alternate format, please send an email to [IHP@brilliantcorners.org](mailto:IHP@brilliantcorners.org) or call (213) 703-7389.

### **Questions & Answers (Q&A)**

Written questions regarding the RFA must be submitted at [IHP@brilliantcorners.org](mailto:IHP@brilliantcorners.org) no later than close of business October 18, 2024 to be considered timely. Inquiries made by any other means or to SHINE BC LA or DMH staff (including by phone) may not be answered. Responses to all timely questions will be aggregated, answered and posted to SHINE BC LA's portal website.

### **Application Evaluation**

Applications received through this RFA will be evaluated through a process consisting of four stages:

#### **Stage 1: Screening for Completeness and Minimum Mandatory Requirements**

During this stage, all applications will undergo an initial screening for the following;

- The proposal was submitted by the proposal due date and time.
- All required sections of the application were filled out and all necessary materials (see Exhibit C) were submitted along with the application.
- The applicant met the minimum mandatory requirements set forth in this RFA.

Only applications meeting the Stage 1 requirements will move on to Stage 2.

## Stage 2: Application Scoring

Each application will be evaluated based on the categories below:

Scoring Category	Available Points
Experience	50
Proposed Program Design	125
Enhanced Clinical Services	75
Readiness/Timeline	125
Built Environment/Start-up Infrastructure	100
Budget	25
Total Available Points	500

### Scoring Category Descriptions

The following are general descriptions of the scoring categories listed in the table above. All information requested in the application will be considered, and these descriptions should not be considered comprehensive.

- **Experience:** Includes relevant organizational experience in serving the focal population, operating interim housing sites, and providing client services, as well as the applicant's capacity to execute the proposed project and services successfully.
- **Program Design:** Includes the number of additional non-congregate interim housing beds proposed, incorporation of guiding principles, responsiveness to population needs, appropriateness of proposed staffing pattern, plan for activity coordination, and plan for housing navigation.
- **Enhanced Clinical Services:** Whether the proposed plan includes LVN services, Mental Health Clinical services, or both additional services, and the appropriateness of the proposed staff role(s) and plan for supervision.
- **Readiness/Timeline:** Timeline for beds to be fully operational after funding award.
- **Built Environment/Start-up Infrastructure:** Appropriateness of the proposed site's built environment, including bathrooms, common areas, ADA compliance, parking, and other features and amenities, and the feasibility and impact of the proposed plan (if any) for use of Interim Housing Start-up Infrastructure Funding.
- **Budget:** The extent to which the proposed budget, including costs for both Interim Housing Operations Funding and Interim Housing Start-Up Infrastructure Funding (if proposed), is reasonable, cost-effective and in alignment with the RFA requirements and guidelines for use of this funding.

### **Stage 3: Analysis of Geographic Equity and Populations Served**

Once scored, applications will be grouped by the SPA of the proposed service site and ranked in order from highest to lowest score. Based on the analysis conducted in conjunction with the County's ARDI Division, proposals will be selected within each SPA group in accordance with the estimated geographic need for the SPA. In addition, balancing may also occur for proposals for sites dedicated to specific focal populations, to ensure increased distribution across SPAs for such services.

### **Stage 4: Onsite Assessment**

The onsite assessment will include a more detailed evaluation of the proposed project that focuses on the following aspects:

- **Housing Quality Standards (HQS) Inspection:** All projects ready for occupancy must undergo an onsite HQS inspection to confirm that they meet the [ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing](#) (see Exhibit D) and, when possible and as applicable, the [Continuum of Care \(CoC\) HQS](#).
- **Infrastructure Scope and Budget Assessment:** For projects requesting Interim Housing Start-Up Infrastructure funding, an onsite assessment will validate the proposed budget and scope of the infrastructure work and, ensuring that the proposed renovations, equipment, and/or infrastructure improvements are necessary and viable within the available budget.
- **Physical Needs Assessment:** For projects requesting Interim Housing Start-Up Infrastructure Funding, a Physical Needs Assessment may also be conducted at SHINE BC LA's discretion to further evaluate the condition of the proposed site. This assessment involves a more in-depth examination of the existing site to ensure that it can support the proposed renovations and infrastructure improvements. It also serves to further verify that the project budget accurately reflects the costs needed to bring the site up to the required standards. SHINE BC LA reserves the right to determine the need for a Physical Needs Assessment based on the information provided in the application and/or any subsequent onsite assessments.

During Stage 4, SHINE BC LA and/or DMH may conduct additional site visits and follow-up with applicants to ask questions and receive clarifications on materials submitted. The applicant must make the site available for such visits and assessments by Shine BC LA, or its agents. Any assessment performed is for the sole benefit of Shine BC LA in connection with evaluating an application and shall not be a representation of any kind (express or implied) that a site, or any proposed work on any site, complies with any applicable law or will otherwise permit the use of such site for interim housing.

## **11. FUNDING AWARDS**

All Applicants will be notified of award decisions after Stage 4 via email including any next steps or additional requirements for successful applicants. SHINE BC LA retains the right to select an

application other than the application(s) receiving the highest number of points if it determines, in consultation with DMH, that another application is the most overall qualified, cost-effective, responsive, responsible and/or is in the best interest of the County. SHINE BC LA and DMH also reserve the right to negotiate services and costs with applicants including requiring the revision of program design as necessary to better meet the needs of DMH and its clients.

All SHINE BC LA conditional awards that involve BHBH Program funds are provisional until approved by DHCS/AHP. In the event that any funds offered through this RFA, including BHBH or MHSA funds, are not available or not made available to SHINE BC LA, SHINE BC LA, at its sole discretion, may terminate its obligations resulting from this RFA.

Contractors acknowledge that funds awarded by this RFA are not meant to replace or supplant other local sources of funding.

Contractors acknowledge that as a recipient of State funds, they will be required to comply with State regulations pertaining to the use of such funds. It will be the Contractor's responsibility to ensure compliance with applicable regulations.

The contract shall include standard clauses and, in some cases, certifications, requiring Contractor's compliance with but not limited to the following regulations: non-discrimination, affirmative action, and equal opportunity; separation of church and state; Americans with Disabilities Act (ADA); conflict of interest; restrictions on lobbying; debarment; audits; rights in data; drug-free workplace; lead-based paint and Equal Benefits Ordinance.

SHINE BC LA reserves the right to fund all or a portion of a proposal and/or request that a Proposer collaborate with another in the provision of a specific service if it is in the best interest of DMH. A funding recommendation or offer to contract may be withdrawn upon failure of reasonable attempts to negotiate an agreement. SHINE BC LA reserves the right to deny funding a proposal for a new project if the request is made by a current recipient that is found to have significant issues related to capacity, performance, or unresolved audit/monitoring finding related to one or more existing contracts.

Notwithstanding a recommendation of a department, agency, individual, or other, SHINE BC LA retains the right to exercise the final decision concerning the selection of a proposal and the terms of any resultant Agreement, and to determine which proposal best serves the interests of DMH and SHINE BC LA.

SHINE BC LA reserves the right to terminate contracts awarded under this RFA if the Contractor is unable to commence services or begin capital improvements within three (3) months of the effective date of the contract. If contract is terminated under these conditions SHINE BC LA may award the de-obligated funding to remaining Proposers who submitted proposals under the RFA and received fundable scores.

## **Terms And Term of Commitment**

Awarded applicants will be required to enter into a written agreement with SHINE BC LA. Awards are subject to reappropriation if a formal agreement is not executed jointly by SHINE BC LA and the project sponsors by within 30 days of the conditional award. SHINE BC LA may extend this deadline at its sole discretion should such action be in the best interest of SHINE BC LA. Contract term lengths will vary depending on the type of funding received, with the possibility of ongoing extensions subject to funding availability. If an insufficient number of qualified proposals are received or if the proposals received are deemed non-responsive or not qualified as determined by SHINE BC LA, SHINE BC LA reserves the right to re-issue an RFA, execute a sole source contract with a vendor, or otherwise ensure that services are provided by other means in a manner consistent with the program requirements. SHINE BC LA reserves the right to extend the duration of the program as well as to renegotiate the terms of the contract if an extension is granted.

## **12. APPEALS PROCESS**

### **Grounds for Appeals**

Appeals will be limited to those applications that are deemed incomplete. Appeals will not be considered when related to the application scoring process. Any applicant that files a timely appeal has standing, provided that the applicant would be the awardee if the appeal is sustained.

### **Submitting an Appeal**

Any applicant may appeal the determination by submitting a written appeal directly to SHINE BC LA, provided the appeal is received within three business days after issuance of a Notification of Results. Appeals not received within the requisite appeal period will not be considered.

The appeal must be complete at the time of filing. Failure to submit a complete and timely appeal shall be treated as a forfeiture of the right to appeal unless such deficiencies are corrected within the time provided to lodge the appeal. At a minimum, any appeal shall include the following:

- Applicant's name, address and phone number
- Project title
- Reason for appeal
- Authenticable documents and records demonstrating the application's completeness

The responsibility to understand and comply with the requirements of the appeal process rests solely with the applicant. Applicant's failure to strictly comply with all the requirements of the appeals process shall be deemed forfeiture of the right to appeal unless such deficiencies are corrected within the 3-day appeal period.

## **Appeal Determination**

Within 10 business days of receiving the appeal request, SHINE BC LA shall issue a final appeal determination. The appeal determination shall contain a summary of the records and information considered, findings of fact and a determination of the issues presented. All appeal determinations will be considered final, and no further protests will be considered.

## **13. ADMINISTRATIVE PROVISIONS**

### **SHINE BC LA's Rights and Responsibilities**

SHINE BC LA reserves the right to change the requirements and policies described in this RFA at SHINE BC LA's sole discretion. SHINE BC LA is responsible only for that which is expressly stated in the RFA documents, any authorized written addenda and any posted Questions and Answers. Such addenda shall be made available to each person or organization via SHINE BC LA's RFA application website. It is the responsibility of applicants to ensure, prior to submission, that their application reflects the most recent addenda information, program requirements and policies. By submission of an application, each applicant acknowledges receipt of all addenda, if any, that are emailed or posted on SHINE BC LA's website. SHINE BC LA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf if those representations conflict with RFA requirements.

### **SHINE BC LA's Discretion**

SHINE BC LA reserves the right, in its sole discretion, to disqualify any application that is incomplete, out of order, lacks required exhibits or contains other content errors, inconsistencies, misrepresented information or other deficiencies. Forms provided in the RFA must be used and information provided otherwise may be disregarded at SHINE BC LA's discretion. SHINE BC LA reserves the right to waive disparities in an application if the sum and substance of the application is present. Furthermore, SHINE BC LA reserves the right to terminate this RFA at any time without prior notice.

### **Cost of Application Preparation**

The cost of application preparation shall be borne by the applicant. In no event shall SHINE BC LA be liable for any expenses incurred in the preparation and submission of the application.

### **Application is Property of SHINE BC LA**

Once submitted, each application becomes the property of SHINE BC LA, will be shared with the County, and will then become a part of public record. SHINE BC LA is not liable for the public disclosure of any information contained in an application, including, but not limited to providing such application to the County. Any information that applicants do not wish to disclose to the public must be clearly marked "confidential". A blanket statement of confidentiality or the marking of every page of the application as confidential shall not be deemed sufficient notice of exception. Applicants must specifically label only those portions

of the application that are confidential in nature and notify SHINE BC LA that confidential information is included.

## Other Funding Applications by RFA Applicants

SHINE BC LA reserves the right to request any funding applications submitted to other funding sources by applicants. Funding applications include all such requests for financing associated with the proposed project. Failure to provide such information upon request may result in loss of funding allocation, withholding of funds or the issuance of a noncompliance letter.

## 14. KEY DEFINITIONS

1. **Agreement or Contract:** The formal, legally binding agreement executed between SHINE BC LA and an awarded applicant detailing the terms and conditions for funding and operation under this RFA.
2. **Applicant:** An entity that is either the operator or both the owner and operator (Owner/Operator) of the proposed interim housing site. The applicant must directly manage or intend to directly manage the daily operations of the site. Entities that solely own the site without operational involvement are not eligible to apply.
3. **Bridge Housing:** A short- to mid-term housing solution designed to provide safe, supportive accommodations for individuals experiencing homelessness. For purposes of this RFA, the terms bridge housing and interim housing are used interchangeably.
4. **Design and Development Project:** A project in the planning and early development stages that requires significant time to obtain necessary permits, complete architectural and engineering designs and secure other approvals before construction or renovation can begin. These projects typically involve a longer timeline before they are ready for occupancy but are still eligible for funding if they align with the RFA priorities and goals.
5. **DMH Interim Housing Program (IHP):** A program funded by DMH providing temporary shelter services to adults with SMI, including those with co-occurring SUDs or other complex issues, and their minor children who are experiencing homelessness.
6. **Housing First:** Defined in WIC Section 8255 (11)(d)(1)-(2)(A) as “the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and do not make housing contingent on participation in services.”
7. **Housing Navigation:** is an integral part of the process of assisting people in identifying housing options, resources, and services. Housing navigators work with individuals to help them find, move in to, and retain affordable housing. They also develop relationships with community partners, other service providers, agencies offering housing subsidies, and property owners and managers. Navigators help individuals eliminate or reduce the impact of personal housing barriers such as criminal records,

poor credit, or prior housing judgments due to eviction, as well as transportation needs, application fees, and/or utility payments. Additionally, housing navigators may assist in identification and reporting of instances of housing discrimination. They may link individuals with bridge housing and housing subsidy agencies and assist them in completing application. They may also work with property owners and public housing authorities to facilitate approvals, assisting with documentation, timely inspections, and corrective action requests.

8. **Interim Housing:** A short- to mid-term housing solution designed to provide safe, supportive accommodations for individuals experiencing homelessness. For purposes of this RFA, the terms interim housing and bridge housing are used interchangeably.
9. **LGBTQIA2S+:** Lesbian, gay, bisexual, transgender and trans, queer and/or questioning, intersex, asexual or agender and two-spirit. The plus sign signifies additional identity terms.
10. **Mental Health Services Act (MHSA) Funding:** Financial resources derived from the MHSA, which was enacted through California's Proposition 63 in 2004. Under the MHSA, funds are allocated to counties, including Los Angeles County, to provide comprehensive mental health services to individuals with SMI and co-occurring disorders.
11. **Non-Congregate Housing:** Non-congregate interim housing sites are defined as sites that have separate rooms for each individual, with a door or similar structure that can be closed for privacy. Sites where no more than three unrelated individuals occupy the same room may also be considered as non-congregate depending on the size and how space is configured for privacy.
12. **Onsite Assessment:** An evaluation process that involves a physical inspection of the proposed interim housing site. This assessment is conducted to verify compliance with program requirements such as Housing Quality Standards (HQS) and other criteria outlined in the RFA. The onsite assessment may also include an examination of the facility's readiness for occupancy, infrastructure needs and the feasibility of proposed improvements.
13. **Physical Needs Assessment (PNA):** An evaluation conducted by SHINE BC LA or designated personnel to assess the current condition and remaining useful life of a facility proposed for funding. The PNA identifies necessary repairs, renovations and improvements required to meet program standards and ensure the facility's long-term viability for its intended use.
14. **Public Works:** Projects involving construction, alteration, demolition, installation or repair of a building or structure using public funds that are subject to prevailing wage laws under California Labor Code sections 1720(a) and 1750(b)(1).
15. **Serious Behavioral Health Condition:** As defined in Attachment B (page 17) of the [BHBH RFA](#).

- 16. Serious Mental Illness (SMI):** Means a mental disorder that is severe in degree and persistent in duration and that may cause behavioral disorder or impair functioning so as to interfere substantially with activities of daily living. Serious mental disorders include schizophrenia, major affective disorders, and other severely disabling mental disorders. As the Local Mental Health Plan in Los Angeles County, DMH provides specialty mental health services to this population.
- 17. Shovel Ready Project:** A project that is fully planned, with all necessary permits and approvals in place, and is ready to begin construction or renovation immediately upon receiving funding.
- 18. Substance Use Disorder (SUD):** A treatable behavioral health condition that affects a person's brain and behavior, leading to their inability to control their use of substances such as legal or illegal drugs, alcohol or medications.
- 19. Turnkey Ready Project:** A project that requires minimal or no construction or renovation and is ready for immediate occupancy and use to provide individuals with housing.

## **EXHIBIT A**

# **Los Angeles City and County Interim Housing Minimum Service And Operations Practice Standards**

The most recent version of these Standards, updated in September 2024 and including a DRAFT watermark, has been included here.

Revised: 9.2024

**Los Angeles City and County  
Interim Housing Minimum Service and Operations  
Practice Standards**

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## 1.0 PRACTICE STANDARDS

This document outlines required minimum Service and Operation Practice Standards (Standards) for Interim Housing Programs (Programs) funded through Los Angeles Homeless Services Authority (LAHSA), Los Angeles County Department of Health Services (DHS), and Los Angeles County Department of Mental Health Services (DMH). The following Interim Housing (IH) project types funded by LAHSA, DHS, and DMH are covered by these Standards: Crisis Housing, Bridge Housing, Recovery Bridge, Recuperative Care, Stabilization Housing, and Safe Haven programs (see Glossary for definitions).

These Standards are required in conjunction with other contractual requirements established by IH funders. In addition, IH providers shall comply with all applicable Federal, State, and local laws, codes, rules, regulations, ordinances, and directives. These Standards will be reviewed on an ongoing basis and may be amended to reflect current best practices, priorities, and stakeholder feedback. These Standards are also made available to any jurisdiction, non-profit organization, faith-based organization, and other funders of Interim Housing to utilize as a base standard of care across shelters.

## 2.0 INTERIM HOUSING OVERVIEW

IH is an intervention that provides people experiencing homelessness with temporary shelter intended to resolve their immediate experience of unsheltered homelessness, work with participants to obtain vital documents, provide linkages to community resources and participant supports, and connect participants to permanent housing opportunities in their communities.

### 2.1 APPROACHES TO SERVICES AND CARE

#### 2.1.1 **Housing First**

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

#### 2.1.2 **Harm Reduction**

Programs shall ensure that a Harm Reduction approach is used in serving participants. IH Programs using Harm Reduction strategies work with participants to reduce the negative consequences of continued use of alcohol, drugs, or non-adherence with prescribed medications rather than establishing no-tolerance policies or discharging participants from the

program based on their inability to achieve sobriety or due to medication non-adherence. Program service strategies shall include all possible approaches to assisting participants in their efforts to reduce or minimize risky behaviors, while at the same time helping participants move into, and stabilize in, permanent housing.

**2.1.3 Trauma Informed Care**

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

**2.2 SYSTEM COLLABORATION**

2.2.1 Coordinated Entry System: Programs shall participate in the greater Los Angeles County homelessness assistance system, including the Los Angeles Coordinated Entry System (CES). This includes following CES Policies and Procedures.

2.2.2 Programs staff shall serve as a Point of Contact for participants in the Homeless Management Information System (HMIS) and participate in all relevant CES and Service Planning Area (SPA) level activities as directed by the funder.

2.2.3 Programs shall leverage resources by actively collaborating with and providing linkages to community-based and mainstream resources that can assist participants with their needs and goals.

**3.0 INTAKE AND ADMISSION**

3.1 Programs shall receive and process intakes and referrals Monday through Friday between 9:00AM – 5:00PM, with exceptions as requested by the funder.

3.2 Programs shall not deny participation based on race, religion, ancestry, color, national origin, sex, sexual orientation, gender identity, age, or disability. However, facilities may serve target populations as directed by the funder.

3.3 Programs shall accept referrals in accordance with the direction of their funders.

- 3.3.1 Programs shall not establish supplementary admission requirements or criteria in addition to those established by Program funders.
- 3.4 Programs shall ensure that intake and assessment practices consider the safety, security, and privacy of persons who are fleeing, attempting to flee, and/or are survivors of domestic violence, sexual assault, and/or human trafficking who are referred to IH programs.
- 3.5 All program rules, grievance and termination policies and procedures shall be provided to the participant and posted in common areas to the participants.
- 3.5.1 Programs must receive funder approval for any program rules and procedures the program establishes.
- 3.6 Program shall permit participants, during their period of stay, to report the program address as their mailing address for purposes such as receipt of mailing and school and voter registration. This does not establish legal residency for the participant. If program safety policies prohibit listing the address, the program may provide an alternative address.
- 3.7 Program cannot deny admission based on the participant's ability to pay or work.
- 3.8 Programs that are publicly funded shall not charge participants for housing or other services. This includes surrendering cash and non-cash benefits.
- 3.9 Program shall not require participants to perform chores or work duties.
- 3.10 Programs shall provide participants with the following participant rights upon admission and post these in an area visible to them.
1. The right to be treated with dignity and respect;
  2. The right to religious liberty;
  3. The right to privacy and confidentiality;
  4. The right to be treated with cultural sensitivity;
  5. The right to self-determination in identifying and setting goals;
  6. The right to present complaints and grievances;
  7. The right to request a reasonable accommodation;
  8. The right to have an advocate present during appeals and grievance processes with written consent by the participant that approves the advocate's participation;
  9. The right to have all records and disclosures maintained according to the written standards and rules regarding confidentiality and privacy;
  10. The right to review their records and external disclosures of any personal participant information, as governed by the written program standards and rules regarding confidentiality and privacy;
  11. The right to be clearly informed, in understandable and applicable language, about the purpose of the services being delivered;
  12. The right to leave and return to the facility at reasonable hours in

- accordance with the program rules and standards;
13. The right to stay in the facility 24 hours per day, except during required facility maintenance or non-operational hours or as approved by the funder.
  14. The right to receive written termination notice at least 30 days prior to the proposed termination unless the underlying cause for a proposed termination constitutes a “direct threat,” as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations.

## **4.0 FACILITY OPERATIONS**

### **4.1 GENERAL**

- 4.1.1 Programs that are publicly funded shall not charge participants for housing or other services. This includes requiring participants to surrender cash and non-cash benefits.
- 4.1.2 Program shall not require participants to perform chores or work duties.

### **4.2 MEALS**

- 4.2.1 Programs shall provide participants with access to three meals per day – including at least one hot meal.
- 4.2.2 Programs shall accommodate special dietary needs as prescribed by a physician.
- 4.2.3 Meals shall be nutritiously adequate in accordance with U.S. Department of Agriculture guidelines.
- 4.2.3 Programs shall provide access to drinking water at all hours of the day.
- 4.2.4 Programs shall ensure menus, mealtimes, and any changes to them shall be posted in an area visible to participants, daily.

### **4.3 HYGIENE, LINENS & LAUNDRY**

- 4.3.1 Programs shall ensure 24/7 access to restrooms and shower facilities for all participants.
- 4.3.2 Participants must be provided with access to basic hygiene supplies such as toilet paper, towels, wash cloths, soap, shampoo, conditioner, deodorant, toothbrush, toothpaste, hand sanitizer, menstrual hygiene, disposable razors, clothing, and other hygiene products as needed, or as requested by the participant.
- 4.3.3 Programs shall provide access to free on-site washer/dryers and detergent or provide assistance with accessing laundromat services and funds for tokens and detergent so that participants can wash their clothing.

4.3.4 Programs shall provide and ensure that all sheets, towels, and blankets are laundered weekly or more frequently as needed.

4.4 **JANITORIAL & MAINTENANCE**

4.4.1 Programs shall provide housekeeping and maintenance services on a regular basis to ensure safe, sanitary, clean, and comfortable environment, and work diligently to prevent and eliminate insect and rodent infestations.

4.4.2 Program shall provide covered trash receptacles throughout the facility. Trash shall be taken out of the facility into a localized dumpster and/or wheeled trash can whenever full.

4.5 **STORAGE & RETENTION**

4.5.1 Programs shall provide access to secure and/or personal storage space for participant belongings.

4.5.2 Programs shall develop and implement a medication management and storage policy that is approved by the funder. The policy shall address medication storage, documentation, medication support, and refrigeration, and may include a secured and locked location for medicine storage such as a medication cabinet, locker, or drawer or per funder requirements.

4.6 **SAFETY & SECURITY**

4.6.1 Establish a policy and procedure for all entry and exits that includes a sign-in/out procedure.

4.6.2 Establish and implement a system to address participant crisis situations 24 hours a day/ 7 days a week.

4.6.3 Develop a policy and procedures for disasters, mass casualties, fires, and other emergencies and post them in an area that is visible to participants.

4.6.4 Develop written policies and procedures that address universal precautions, tuberculosis control, and disease prevention, and comply with Department of Public Health Guidelines.

4.6.5 Programs are encouraged to have staff on-site who are trained in CPR, NARCAN and emergency first aid procedures at all times.

4.6.7 As applicable, family sites shall ensure that all furniture is child-safe and install childproof safety latches for drawers and cabinets with dangerous items and baby changing stations and/or a safe place to change diapers are provided.

4.7 **SERVICE & EMOTIONAL SUPPORT ANIMALS**

4.7.1 Programs shall accept eligible participants with Service Animals per ADA and must provide reasonable accommodation for

Emotional Support Animals.

## **5.0 PARTICIPANT SUPPORTS**

### **5.1 TRANSPORTATION**

5.1.1. Programs may provide transportation assistance by means of bus fare/pass, private vendors, or with agency/personal vehicles to support participants with viewing housing units and as needed.

5.1.2. Programs shall assist participants with ongoing transportation needs, including helping participants navigate public transportation systems, assisting with access to paratransit services, and assisting with applications for reduced cost public transit passes.

### **5.2 CONNECTION TO BENEFITS**

5.2.1. Program shall assist participants with access and connection to public benefits, including, but not limited to, the Departments of Public Social Services (CalWorks, General relief, and CalFresh), Mental Health, Public Health, and Department of Health Services (Supplemental Security Income, Social Security Disability Insurance).

### **5.3 DOCUMENT COLLECTION**

5.3.1. Programs shall generate and maintain retrievable program records and records relating to each participant that received services. The program shall ensure appropriate safeguards are implemented to secure participant's protected health information at all times. Records shall include, but are not limited to:

- i. Agreement documents such as program policies, consents, rights and confidentiality agreements;
- ii. Grievance procedures signed and acknowledged;
- iii. Initial assessments and quarterly (or other frequency as defined by the funder) assessments;
- iv. Housing Documents such as subsidy application, lease application, deposit applications; and
- v. Incident reports, case closure documentation, documentation of performance.

### **5.4 DATA COLLECTION**

5.4.1. Programs shall maintain participant records as directed by the funder.

5.4.2. Programs shall ensure data is entered into data systems as

required by funders.

5.4.3 Files containing participant information shall be stored in a secure and locked location to maintain confidentiality and only accessible by authorized personnel.

5.4.4 Programs shall maintain a census of participants, at a frequency directed by the funder.

5.4.5 Programs shall complete and submit Incident Reports as directed by the funder.

## 5.5 **REPORTING**

5.5.1 Programs shall ensure all participant data and service documentation is managed appropriately and that participants' personal information is kept secure in accordance with regulations.

5.5.2 Maintain participant documentation and progress notes in the funder-approved information management system.

5.5.3 Maintain demographic and other data in each participant file in the funder-approved information management system.

5.5.4 Programs shall utilize the funder-approved information management system or other electronic systems, such as HMIS.

5.5.5 The funder may request utilization of other electronic documentation systems as directed by HUD designated CoC, or Public Housing Authority.

5.5.6 Have up to date participant documentation and progress notes in the funder-approved information management system that will be utilized for payment of services provided in the last 30-day period.

5.5.7 Programs shall submit a bed report indicating participant census/bed availability to the funder, as directed by the funder.

5.5.8 Programs shall maintain Incident Reports, including documentation of how and when issues were resolved. Incidents include injuries, death, disturbances, property damage, etc.

## 5.6 **STAFF TRAINING**

5.6.1 Programs shall ensure staff receive training, including, but not limited to, Harm Reduction, Trauma-Informed Care and Housing First & Low Barrier Practices.

5.6.2 Program staff shall receive training on mandated reporting requirements, such as child abuse and elder and dependent abuse, and all other training as directed by the funder.

5.6.3 Training shall include the program policies and procedures, these Practice Standards and funder contractual requirements.

- 5.6.4 Programs shall establish training procedures for new staff and update the training procedures for current staff as needed.
- 5.6.5 Certificates or other documentation that verifies training attendance shall be maintained for each employee and documented in the employee's file.

## **6.0 PERSONNEL/STAFFING**

6.1 Programs shall ensure sites are appropriately staffed with personnel that perform functions as identified in Section 6.0.

### **6.2 SITE PROGRAM MANAGEMENT**

6.2.1 Programs shall provide on-site program management to ensure the following services:

- i. Management and oversight of day-to-day IH program activities;
- ii. Serve as a liaison to the funder and ensure the funder has access to site management personnel or designated alternate twenty-four (24) hours, 365 days per year.
- iii. Ensure a Harm Reduction approach is incorporated in all service delivery to participants.
- iv. Supervision of case management services and all IH program staff.
- v. Ensure compliance with IH program requirements as directed by the funder.
- vi. Funder shall be notified immediately when a new Site Program Manager is assigned.

### **6.3 CASE MANAGEMENT**

6.3.1 Programs shall provide and/or coordinate with other service agencies to ensure participants are provided with the following case management services:

- i. Assistance with participants becoming document ready, which may include, but is not limited to, obtaining identification, a birth certificate, a Social Security card, Verification of Disability, bank statements and other necessary documents needed for permanent housing, including assistance with completing the Universal Housing Application.
- ii. Assist with establishing connections to mainstream benefits;

- iii. Link to physical health, mental health, substance use treatment and other supportive services, as needed;
- iv. Arrange transportation or linkages to transportation resources, including the metro, buses, and taxi cabs;
- v. Develop and implement a housing and/or care plan. This plan shall be updated as the participants' needs and/or goals change, and as steps are completed or updated;
- vi. Case management services shall be offered no less than once a week on-site. Additional case management services may be required by the funder as needed;
- vii. Conduct problem-solving activities, intakes, and assessments;
- viii. Document all provided services and required documents in a system as directed by funders;
- ix. Provide crisis management support;
- x. May assist with participants applying for housing.

6.3.2 Programs shall ensure an appropriate level of case managers are assigned to serve participants and are strongly encouraged to have no fewer than 1 case manager for every 25 participants (1:25).

6.3.3 Case management services shall always be participant centered and include a Harm Reduction approach.

#### 6.4 **SITE SUPPORT PERSONNEL**

6.4.1 Programs shall ensure an adequate level of site program staff are assigned to support oversight and monitoring of program operations, including but not limited to, engaging with participants, conducting regular walk-throughs of the site, and various other client needs/requests.

#### 6.5 **SECURITY**

6.5.1 Programs shall ensure the safety and well-being of participants and staff.

6.5.2 Programs shall provide contracted on-site security guards or designated interim housing staff to perform security responsibilities, as agreed upon by the funder.

## **Appendix A. Glossary**

### **Assessment**

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

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

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

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

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

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

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

### **Family**

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group or persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. A child who is temporarily away from the home because of a placement in foster care is considered a member of the family.

### **Funder**

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

## **Harm Reduction**

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

## **Housing First**

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

## **Interim Housing Program Types**

1. Recovery Bridge Housing: Recovery Bridge Housing (RBH) is a type of abstinence-based, peer supported housing that combines a subsidy for recovery residences with current treatment in outpatient (OP), intensive outpatient (IOP), Opioid Treatment Program (OTP), or outpatient withdrawal management (OP-WM) settings. RBH is often appropriate for participants with minimal risk with regard to acute intoxication/withdrawal potential, biomedical, and mental health conditions. If there is risk potential, these concerns are to be managed by the treating provider.
2. Recuperative Care: Temporary housing in which participants receive health and mental health oversight, usually for an acute illness or injury.
3. Stabilization Housing: Temporary housing with case management and other supportive services for vulnerable participants, with the goal of improving participants' health and increasing their housing security.
4. Safe Haven: Safe havens are extremely low barrier and low demand supportive interim housing that shall not require participation in services and referrals as a condition of occupancy. Instead, it is hoped that after a period of stabilization in a safe haven, residents will be more willing to participate in services or referrals and will eventually be ready to move to more traditional forms of housing.
5. Transitional Housing: Transitional housing is conceptualized as an intermediate intervention between emergency shelter /crisis housing and permanent housing. It is intended to be more long-term, service-intensive and private than emergency shelter, yet remains time-limited to stays of up to 24 months. The purpose is intended to provide a safe, supportive environment where residents can overcome trauma, begin to address the issues that led to homelessness or kept them homeless, and begin to rebuild their support network.
6. Winter/Seasonal Shelter/Emergency-response Shelter Program: A low-barrier to entry, hypothermia prevention program providing basic shelter

operations (showers, two meals, a bed, open for a minimum of 14 hours) through use of a regular shelter locations and motel vouchers when activated to a 24-hour model of care due to extreme temperatures.

### **Intake**

The Process through which basic participant information is collected and entered into a database upon entry into a program (e.g., capturing and loading required data to HMIS upon entry to interim housing). This process shall begin to identify participants' service needs and lay the foundation for a housing plan to return the participant to stable housing.

### **Low Barrier**

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

### **Motivational Interviewing Principles**

An approach or method that involves enhancing a participant's motivation to change and emphasizes a collaborative relationship in which the clinician or case manager “draw out” the participant's own motivations and skills for change, thereby empowering the participant.

### **Practice Standards**

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

### **Reasonable Accommodation**

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

- Modification of rules, policies or practices;
- Removal of architectural or communication barriers; or
- Provision of auxiliary aid and services needed for an individual with disability to

utilize a public service.

**Trauma Informed Care**

An organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of traumas. Trauma Informed Care also emphasizes physical, psychological, and emotional safety for both participants 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 places 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.

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## EXHIBIT B

### **LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH INTERIM HOUSING PROGRAM SERVICE REQUIREMENTS**

The Los Angeles County Department of Mental Health (DMH) requires Service Providers in the DMH Interim Housing Program (IHP) to adhere to all requirements in the Los Angeles County Interim Housing Minimum Service and Operations Practice Standards (Exhibit A) and this document, Los Angeles County Department of Mental Health Interim Housing Program Service Requirements (Exhibit B). Together these two documents comprise the required scope of work for DMH IHP providers.

Except where noted, all requirements in this document are included in the Standardized Base Rate for interim housing services funded by DMH, Department of Health Services and the Los Angeles Services Housing Authority. The DMH requirements that are not included in the Standardized Base Rate are Housing Navigation and Enhanced Clinical Services (described further below). Housing Navigation will be required for all providers and reimbursed at an additional Housing Navigation Rate. Providers that are contracted to provide Enhanced Clinical Services will be reimbursed at a negotiated Enhanced Clinical Services Rate.

Requirements for DMH IHP providers beyond those included in the Los Angeles County Interim Housing Minimum Service and Operations Practice Standards (Exhibit A) are detailed below.

#### **Administration and Site Operations**

1. Within 30 days of contract execution, provide DMH IHP Administration with copies of the following:
  - Program/house rules
  - Any documents requiring the client's signature
  - Policies and procedures for:
    - Grievances and termination
    - Universal precautions, tuberculosis control and disease prevention
    - Client crisis situations 24 hours a day, 7 days a week
    - Disasters, mass casualties, fires, and other emergencies
    - Client sign-in/out procedures
    - Medication management and storage
    - Housekeeping and maintenance
    - Service animals, emotional support animals, and pets
    - Code of Conduct
    - Training and supervision of new and existing staff
    - Client entry and exits
2. Ensure staff are on site and available to accept approved referrals from DMH during the hours of 9:00 a.m. to 5:00 p.m. on weekdays unless otherwise agreed upon by DMH.
3. Submit an IHP Vacancy Report to DMH IHP by 9:00 a.m. each business day, at [IHP@DMH.lacounty.gov](mailto:IHP@DMH.lacounty.gov), or through another method as directed by DMH.
4. When a client exits the IHP or transfers to another IHP site/provider, submit an IHP Client Outcome Report to DMH IHP along with the IHP Vacancy Report.
5. Exit clients that have been absent from the site for 72 hours unless otherwise approved by DMH IHP.
6. Unless otherwise directed by DMH, submit the following documents pertaining to the prior month by the 5<sup>th</sup> of each month or on the first business day following the 5<sup>th</sup> of the month. The documents

should be on DMH-provided or DMH-approved templates and submitted to IHP@dmh.lacounty.gov, or through another method as directed by DMH:

- Monthly Invoice
  - Staff Roster
  - Client Agreements for clients admitted during the prior month
  - Client Monthly Report
  - Individual Client/Family Sign-In Verification forms
  - Hygiene Products and Linen Distribution Logs
7. Ensure that on-site staff oversee clients signing the Individual Client/Family Sign-In Verification form on a daily basis.
  8. Complete and document in-person, visual room checks of all client rooms/spaces a minimum of once per day, to ensure each client's wellbeing and that the room/space is clean and well maintained.
  9. Complete and submit a DMH IHP Incident Report for any client and/or facility incidents as specified on the Report.
  10. Enter data and information into the Homeless Management Information System (HMIS):
    - Complete an IHP program enrollment in HMIS within 72 hours of a client entering IHP.
    - Document all meetings with the client in HMIS case notes, including weekly case management services provided, or that the client declined them.
    - Enter the client's outcome information in HMIS within 72 hours of the client exiting the IHP.

### **Client Issues and Terminations**

1. Contact the client's mental health provider and DMH IHP Administration immediately, defined as the same day/following business day, if the client:
  - Asks to be absent from the IHP for any reason.
  - Is absent from the IHP site for any length of time, unless the mental health provider approved an overnight pass.
  - Exhibits behaviors that require psychiatric intervention and/or may require hospitalization for physical or mental health concerns.
2. When a client's behavior or other concerns put them at risk of being exited from the IHP:
  - The client must be provided with a memo/letter documenting any meeting held with them regarding the behavior or concern.
  - Email a copy of the memo/letter to the client's mental health provider and DMH IHP Administration.
  - In HMIS, document the meeting and that a memo/letter was provided to the client, the mental health provider and DMH IHP Administration.
  - Develop a plan with the mental health provider and the client to address the behavior or concern.
3. California Civil Code §1954.09 requires that a client be provided with a termination notice and notified of grievance procedures at least 30 days prior to a proposed termination, unless the client is immediately terminated due to engaging in one of the following:
  - Sexual assault;
  - Verbally or physically threatening behaviors which rise to the level of a "direct threat" to persons or property as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations;
  - Physical violence to staff or other clients; or
  - Illegal activity onsite that has been directly observed.

Contact DMH IHP Administration and the client's mental health provider the same/next business day to report the termination. Provide DMH IHP Administration and the client's mental health provider with a copy of the above referenced 30-day termination notice and include a detailed description of the reason on the IHP Client Outcome Report.

### **Required Client Supportive Services**

#### **1. Activity Coordination (Included in Standardized Base Rate)**

DMH IHP providers are required to coordinate regular group social and recreational activities on-site for clients, and to post a monthly calendar of activities. Activities may include workshops or educational sessions on various topics of interest, music or art activities, substance use education/groups/interventions, gardening activities, outings in the community, or other activities. Staff should engage clients regularly to assess needs and interests. Activity coordination may be provided by case managers, program manager, site support personnel, or other appropriate staff as part of their regular duties. Activities may be planned and facilitated by these staff, partnering community organizations, volunteers, IHP clients, or others.

#### **2. Access to Treatment (Included in Standardized Base Rate)**

DMH IHP providers are required to support access to needed health services such as substance use treatment including medication-assisted treatment (MAT), specialty mental health services including psychotropic medications for the treatment of SMI, and a primary care provider for physical health services.

#### **3. Housing Navigation (Supplemental Rate)**

DMH IHP providers are required to provide Housing Navigation services to assist clients in transitioning to permanent housing. Housing Navigation should be provided at a 1:20 Housing Navigator-to-client ratio.

DMH IHP providers must designate dedicated Housing Navigation staff, unless otherwise approved by DMH. Housing Navigators must collaborate closely with site Case Managers to ensure continuity of housing plans.

Housing Navigation services include but are not limited to:

- Developing a housing plan in collaboration with the client.
- Completing the County approved Coordinated Entry System assessment tool in HMIS within one month of the client entering the IHP if it has not been completed.
- Assisting clients with obtaining identification and Social Security card, verification of disability, and other documents needed for permanent housing and uploading them into HMIS within 3 months of the client entering IHP if they have not been uploaded.
- Serving as the client's Point of Contact for permanent housing resource matching.
- Notifying the client's mental health provider when a client is matched to a permanent housing resource.
- Developing a housing search plan in collaboration with the client.
- Completing housing applications, including the Universal Housing Application.
- Working with the client to locate available permanent housing units, transporting and accompanying the client to view available units, and completing a rental application prior to the voucher's expiration date.
- Identifying housing resources and developing relationships with property owners, property management companies, and landlords to increase the permanent housing opportunities for clients.
- Assisting clients in understanding the requirements of the lease, the lease up process, and

- expectations for tenancy.
- Transporting clients to property management/housing authority offices to complete applications and execute leases.
- Assisting the client with obtaining security deposit, furniture and other household goods.
- Assisting in arranging for and supporting the details of the move to permanent housing and providing transportation.
- Reviewing and negotiating leases with landlords/property managers, conducting unit site visits and providing support to the participant regarding budgeting for housing expenses.
- Ensure warm handoff to permanent housing case managers as appropriate.

### **Enhanced Clinical Services** (Supplemental Rate)

For DMH IHP contracts that include the provision of Enhanced Clinical Services, required services may consist of either On-site Mental Health Clinical Service, On-site Licensed Vocational Nursing Services, or both services, as described below. These requirements are only applicable to providers contracted for these services.

#### **1. On-site Mental Health Clinical Services**

On-site Mental Health Clinical Services shall be provided by a licensed or license eligible Mental Health Clinician, (LCSW/MSW, LMFT/MFT, LPCC, PsyD, or PhD). In smaller programs, a program manager may also provide these services in addition to their other job duties. The on-site Mental Health Clinician is not intended to provide individual or group therapy or to serve as a client's mental health provider.

On-site Mental Health Clinical Services include but are not limited to:

- Crisis intervention/de-escalation and assisting clients to develop crisis response skills.
- Serving as liaison and collaborating with clients' mental health providers and DMH IHP staff to identify and address client issues and coordinate services.
- Facilitating conflict mediation.
- In collaboration with the client's mental health provider to avoid duplication of services:
  - Provide solution and trauma-focused interventions to assist clients to manage symptoms, understand problematic behaviors and to develop and use more adaptive behaviors.
  - Providing individual and group SUD counseling including the use of evidence-based practices.
  - Provide psychoeducational, skill development, or counseling groups for clients.
- Providing training and case consultations to staff that include site support staff, case managers, kitchen, housekeeping and custodial staff and security on understanding mental health conditions, and de-escalation techniques.
- Assisting clients with understanding the benefits of engaging in mental health services.
- Participating in multi-disciplinary teams to create client service plans.
- Supporting clients with their acceptance of and participation in treatment recommendations.

#### **2. Licensed Vocational Nursing (LVN) Services**

LVN services are provided on-site by a Licensed Vocational Nurse (LVN) or similar staff including a Clinical Nursing Assistant (CNA) or Medical Assistant. On-site LVN duties include but are not limited to:

- Documenting client's current medication list, including name of prescriber, names of medication, dosages, frequency, duration and start date.
- Overseeing distribution of medications.
- Providing medical case management and medication management to clients including but not limited to medication reminders and monitoring, patient teaching and supportive services to

increase compliance with medication regimens.

- Maintaining medication logs.
- Providing basic nursing services including monitoring of vitals.
- Organization and oversight of medication storage.
- Providing contingency management for clients participating in a contingency management program for individuals with a stimulant use disorder.
- Providing health education, resources, and counseling on specific health issues.
- Serving as a liaison with community health providers.
- Coordinating with pharmacies to ensure client medication is received on time.
- Assisting clients with scheduling and accessing primary health care appointments.
- Providing training to other on-site staff that assist clients with accessing their medications, medication storage, and documentation logs.
- Documenting all services provided in appropriate charting form with accuracy and in real time. Collaborating and communicating effectively with internal and external programs on behalf of clients to ensure continuity of care.

## **EXHIBIT C**

### **Application Checklist**

Prior to beginning your online application, ensure you have collected the following documents. Review the RFA document for details and requirements for each of these documents.

- Two (2) Letters of Reference
- One of the following:
  - Title Report of proposed site confirming that the applicant is the vested owner.
  - Executed Purchase and Sale Agreement (PSA).
  - Executed Owner's Certificate (Exhibit I) with copy of preexisting long-term lease through at least June 30, 2027.
  - Executed Owner's Certificate (Exhibit I) confirming that Property Owner is the owner of the Property and indicating owner's obligation to lease to operator through at least June 30, 2027, solely conditioned on applicant's award of funding.
- Completed Budget Documents (Exhibit E) (Please note separate tabs for Operations and Infrastructure funding)
- If applying for Operating and Infrastructure funding:
  - Three (3) Competitive bids from three distinct licensed general contractors.

## **EXHIBIT D**

# **ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing**

### **INTRODUCTION**

The Emergency Solutions Grants (ESG) Program interim rule, at 24 CFR 576.403, establishes minimum standards for safety, sanitation, and privacy in emergency shelters funded with ESG, and minimum habitability standards for permanent housing funded under the Rapid Re-housing and Homelessness Prevention components of ESG. This document explains when the minimum standards apply.

**Note:** This document does not describe how to conduct an inspection, nor does it address the lead-based paint requirements, which can be found at 24 CFR part 35.

### **MINIMUM STANDARDS FOR EMERGENCY SHELTERS**

Whenever ESG funds are used under the Emergency Shelter component for renovation or shelter operations, the building must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b), also listed in Appendix A. If cash or non-cash contributions (e.g. funds or staff time) used for renovation or shelter operations are to be contributed to the recipient's ESG program as match, the emergency shelter must meet the minimum standards, because all matching contributions must meet all requirements that apply to the ESG funds provided by HUD (§576.201(c)).

**Note:** The same standards apply regardless of the amount of ESG funds involved. For example, a shelter that receives \$1,000 in ESG funds to replace a water heater is subject to the same standards as a shelter that receives \$80,000 for operating costs.

The recipient or subrecipient must be sure to maintain documentation of compliance with the minimum standards for Emergency Shelter activities in the program's records.

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### **RENOVATION**

Any building for which ESG funds are used for conversion, major rehabilitation, or other renovation must meet:

- The minimum safety, sanitation, and privacy standards under §576.403(b); **and**
- State or local government safety and sanitation standards, as applicable.

In addition:

- If the recipient established any other standards that add to or exceed HUD's minimum standards, the recipient/subrecipient must ensure that the shelter meets these standards.
- An inspection to ensure that the building meets all of the minimum standards must be completed when the renovation is complete and before the shelter is occupied.
- The shelter should follow the minimum standards for as long as the minimum period of use requirement is in place for the facility (10 years for major rehabilitation and conversion, or 3 years for other renovation).
- The recipient should be involved in planning the renovation up front to ensure that the renovation work will result in the shelter meeting the minimum standards.

### **SHELTER OPERATIONS**

Any emergency shelter that receives ESG funds for shelter operations (including minor repairs) must meet the minimum safety, sanitation, and privacy standards under §576.403(b).

In addition:

- If the recipient established any other standards that add to or exceed HUD's minimum standards, the recipient/subrecipient must ensure that the shelter meets these standards.
- The shelter must be inspected on-site to ensure that it meets the minimum standards before ESG funds are provided for shelter operations.
- The shelter must meet all standards for the entire period during which ESG funds are provided for operating the emergency shelter. For example, if operating assistance is provided for 24 months, the shelter must remain in compliance with the minimum standards for those 24 months.
- If the shelter fails to meet the minimum standards, ESG funds (under either shelter operations or renovation) may be used to bring it up to the minimum standards.

## **EXHIBIT D**

- If the shelter continues to receive ESG shelter operating funds over a period of time, then a periodic, on-site inspection must be conducted each time the shelter receives funds. For example, if the shelter receives an annual allocation of funds from the ESG recipient, an inspection must be conducted annually.
- If the recipient/subrecipient moves the shelter to a new site or structure, that new site or structure must meet all emergency shelter standards for the remaining period that ESG funds are used for operating expenses.

Minimum standards do not apply to essential services and HMIS activities

- The minimum standards for emergency shelters apply only when ESG funds are used for shelter operations and conversion, major rehabilitation, or other renovation.
- Essential services provided under the Street Outreach and Emergency Shelter components do not trigger either the minimum standards for emergency shelter or the minimum standards for permanent housing. This is because there is no unit to inspect; these services are provided for persons who are sleeping in emergency shelters or with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.
- Likewise, the minimum standards do not apply to an emergency shelter (or other organization) receiving ESG funds only for HMIS costs.

### **MINIMUM STANDARDS FOR PERMANENT HOUSING**

The recipient or subrecipient cannot use ESG funds to help a program participant **remain in** or **move into** housing that does not meet the minimum habitability standards under §576.403(c) (also listed in Appendix A).

This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components, including rental assistance and housing relocation and stabilization services.

In addition:

- If an eligible household needs homelessness prevention assistance to remain in its existing unit, the assistance can only be provided if that unit meets the minimum standards.

## **EXHIBIT D**

- If an eligible household needs homelessness prevention or rapid re-housing assistance to move to a new unit, the assistance can only be provided if the new unit meets the minimum standards. The unit the household is leaving does not need to be inspected.
- The housing must also comply with any other standards established by the recipient that exceed or add to these minimum standards.

**Note:** The same standards apply regardless of the amount of ESG funds involved. For example, the recipient or subrecipient must inspect the unit and confirm that it meets the ESG minimum habitability standards, even if the only ESG assistance being provided is for a security deposit or moving assistance.

The recipient or subrecipient must be sure to document compliance with the ESG habitability standards for Emergency Shelter activities in the program participant's file.

### **HOMELESSNESS PREVENTION**

When ESG Rental Assistance and/or Housing Relocation and Stabilization Services are provided under the Homelessness Prevention component to help a program participant **remain in** or **move into** permanent housing, the ESG minimum habitability standards apply to either the current unit (if the program participant is staying in place) or to a new unit (if the program participant is moving). Even if only a minimal amount of Housing Relocation and Stabilization Services assistance—such utility arrears/payments (Financial Assistance) or housing stability case management (Services)—is provided under the Homelessness Prevention component to assist a program participant to stay in their unit, the habitability standards apply to the unit and must be documented in the program participant's file.

**Example:** Jonathan has a part-time job and a large amount of debt; he has not been paying his entire rent for the past few months. He has received an eviction notice, and he has no family or friends in the area that can help him. After he goes through the ESG intake assessment and is determined to be eligible, the case manager determines that he could benefit from credit counseling and a financial literacy course.

**Scenario A:** The credit counseling and financial literacy course is all the ESG assistance Jonathan needed to help him re-prioritize rent payments and get back on track. Even though he has received services only, because it is homelessness prevention and the assistance is directly related to helping him remain in his unit, a habitability inspection is required.

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**Scenario B:** First, the case manager attempts mediation with the landlord, but the landlord refuses to work with them and goes to court. Jonathan needs legal services to prevent the eviction and help him stay in the unit, along with payments of several months of rental arrears. Again, a habitability inspection must be completed because the ESG services and assistance are directly related to assisting him to stay in his unit.

### **RAPID RE-HOUSING**

When ESG Rental Assistance and/or Housing Relocation and Stabilization Services are provided under the Rapid Re-housing component to help a program participant move into a new permanent housing unit, the habitability standards apply to the unit into which they are moving and must be documented in the program participant's file. If Rapid Re-housing services are being provided before a unit has been identified, no habitability inspection is required until there is a unit to inspect. If assistance with arrears for a prior unit is needed as part of the rapid rehousing assistance, no habitability inspection is required for the old unit on which the arrears are owed, so long as the program participant will be rapidly re-housed in a different unit.

**Example:** Sarah and her 1 year-old daughter are staying in an emergency shelter, and an ESG subrecipient is assisting her to prepare for permanent housing, funded under the Rapid Rehousing component.

**Scenario A:** After developing a housing plan with her case manager, she receives housing stability case management to identify and address some of the issues preventing her from obtaining and remaining in housing, and housing search and placement assistance to assess housing barriers, to develop an action plan for locating housing, and to start the housing search process. The case manager also helps Sarah access other mainstream resources, including child care and food stamps, to help increase their stability when Sarah is able to find and rent an apartment on her own. In this scenario, there is not yet a unit to inspect, so no habitability inspection is required.

**Scenario B:** In addition to housing stability case management and housing search and placement assistance, the case manager is able to obtain funds from a local charity that will cover Sarah's security deposit and the first 2 months of rent in her own apartment. The case manager also spends

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time helping Sarah make moving arrangements. In this scenario, the unit she moves into must meet the habitability standards—even though no ESG financial assistance or rental assistance was provided—because the ESG-funded services were directly related to a helping the program participant move into a particular unit.

### **WHEN AND HOW OFTEN MUST INSPECTIONS BE CONDUCTED FOR RAPID RE-HOUSING AND HOMELESSNESS PREVENTION ASSISTANCE?**

The timing and frequency of inspections depends on the type of activity, as described below.

**If the program participants need Homelessness Prevention assistance to stay in their current housing**, the housing must be inspected and found to meet the minimum habitability standards before the recipient/subrecipient incurs ESG costs for any of the following:

- Providing any service to the program participant;
- Entering into a rental assistance agreement with the owner; or
- Making any payment on behalf of the program participant (e.g., rental or utility arrears, rental or utility payments, etc.).

**Note:** The interim rule states that ESG funds may not be used to help someone move into or remain in a unit that does not meet the habitability standards. However, in some situations (e.g. when providing legal services), homelessness prevention assistance to stay in a unit must be provided quickly—even before the habitability inspection can be completed. In these cases, a recipient/subrecipient could use *non-ESG funds* to pay for an eligible program participant’s rental arrears, rental assistance, or financial assistance, or provide services to keep an individual or family in their unit, **before an inspection is performed**, so long as the unit is inspected and determined to meet the habitability standards **before** any costs are charged to the ESG grant or matching funds. If the unit does not meet the habitability standards at the time of the inspection, recipients are prohibited from using ESG funds to pay for assistance provided before the unit meets the standards. In addition, funds spent before a unit meets the habitability standards may not be counted as match.

**If the program participant needs Homelessness Prevention or Rapid Re-housing assistance to obtain housing**, the unit into which the program participant is moving must be inspected before the program participant signs the lease and before the recipient/subrecipient provides

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any ESG rental assistance or housing relocation and stabilization services specific to the unit into which the program participant will be moving.<sup>1</sup>

**In all cases**, if ESG funds are used for **ongoing** assistance (such as rental assistance, utility payments, etc.), the recipient/subrecipient must take reasonable measures to ensure the unit meets the minimum habitability standards for permanent housing for the duration of the assistance. If HUD monitors and discovers that a unit does not meet the minimum standards, then HUD may determine that the recipient is out of compliance with the ESG requirements.

**For one-time assistance** (such as rental arrears, a security deposit, etc.), the unit for which assistance is being provided—either for households that remain in place or for households that are moving to a unit—must meet the minimum standards for permanent housing at the time the assistance is provided (e.g., when the rental arrears payment is made).

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<sup>1</sup> One exception to this is the rental application fee. If a program participant applies for several units, only the unit into which they ultimately decide to move must be inspected.

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### **ABOUT THE STANDARDS**

The minimum standards for emergency shelters and permanent housing, respectively, are listed in the regulation, at §576.403(b) and (c), and also in Appendix A of this document. Recipients/ subrecipients must keep sufficient records to demonstrate that they are meeting the minimum standards.

### **CAN WE USE DIFFERENT STANDARDS?**

Recipients may establish standards more stringent than the ESG program's minimum standards for permanent housing and emergency shelter, or may allow the subrecipient to establish such standards, as long as all HUD-required standards are also met. For recipients that intend to apply more stringent standards, these standards should be described in a written policy to ensure that all individuals responsible for implementing the policy have access to consistent guidance.

It is important to note that the Housing Quality Standards (HQS) used for other HUD programs are different than the minimum standards for permanent housing and emergency shelter assisted with ESG funds. While in most respects HQS is more stringent and detailed than the ESG minimum standards for permanent housing and emergency shelter, the ESG standards for fire safety are more specific. Recipients/subrecipients who choose to use HQS instead of the ESG habitability standards should amend their checklists and notify inspectors that they must complete the more stringent inspection for fire safety. Appendix A illustrates the differences between the standards for permanent housing and emergency shelters, and compares those standards with HQS.

### **DOES A CERTIFIED INSPECTOR NEED TO CONDUCT INSPECTIONS?**

Inspections to determine that emergency shelters and permanent housing meet the ESG minimum standards do not need to be evaluated by a certified inspector. In general, ESG inspections may be conducted by:

- ESG program staff (recipient/subrecipient staff); or
- Staff from or hired by an agency of the recipient/subrecipient, such as a city department that is designated to conduct inspections, or a contractor hired for that task; or
- Staff from another subsidy program that is providing assistance and also requires an inspection (e.g., Section 8, Public Housing).

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However, the inspection must determine whether all aspects of the ESG minimum habitability standards have been met for the particular unit assisted with ESG funds; **simply conducting an HQS inspection, a city housing code inspection, a sampling of units in a particular development, or another type of housing quality assessment is insufficient.**

### **HOW SHOULD COMPLIANCE WITH MINIMUM STANDARDS FOR EMERGENCY SHELTER OR PERMANENT HOUSING BE DOCUMENTED?**

Recipients/subrecipients must document compliance with the ESG permanent housing and emergency shelter standards, as applicable, and this documentation must include inspection reports, as required under §576.500(j). Recipients (or subrecipients, if applicable) have discretion to establish their own approaches to documenting initial and ongoing compliance with the standards. Procedures for ensuring such compliance must be included in the recipient's/ subrecipient's written policies and procedures, as required under §576.500(a).

Documenting compliance with the appropriate minimum standards includes ensuring that inspection reports from the initial and any follow-up inspections are retained. In developing these policies and procedures, recipients should consider issues such as what action will be taken if conditions change or if a recipient/subrecipient has reason to believe the shelter or housing unit might not pass another inspection.

HUD is providing inspection checklists that may be used to document the results of on-site inspections for emergency shelters and for permanent housing. These can be found in the companion document, *ESG Minimum Standards for Emergency Shelter and Permanent Housing: Checklists* on HUD's OneCPD website (<http://onecpd.info/esg>). The checklists are models for documenting compliance with the appropriate standard; HUD is not requiring recipients/subrecipients to use this specific format. However, they do capture the information HUD requires.

Recipients/subrecipients may accept documentation of inspections conducted by staff affiliated with another subsidy program. However, as described above, since other programs' standards may be different (e.g., HQS standards differ slightly, as illustrated in Appendix A), in these cases, recipients/subrecipients must ensure that the other program's inspection protocol is adapted to adequately document compliance with all applicable ESG standards.

For permanent housing units, the completed checklist (or equivalent documentation) should be placed in the program participant's file. For an emergency shelter, the completed checklist

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(or equivalent documentation) should be placed in a file pertaining to the shelter. In either case, the documentation must be available during monitoring by HUD or the recipient.

**Note:** These records are subject to record retention requirement at 24 CFR 576.500(y) and the access to records requirements at 24 CFR 576.500(z).

### **CAN ESG FUNDS BE USED TO PAY FOR INSPECTIONS?**

Recipients/subrecipients may charge expenses associated with conducting emergency shelter and permanent housing inspections to the ESG grant. Inspection costs may be charged in different ways depending on the situation.

#### **CHARGE TO THE EMERGENCY SHELTER COMPONENT:**

- As an emergency shelter renovation cost if a recipient/subrecipient pays for an inspection of its own shelter after completing a renovation to ensure the shelter meets the standards after the renovation.
- As a shelter operations cost if a recipient/subrecipient pays for an inspection of its own shelter while it is receiving and using funds for shelter operations.

#### **CHARGE TO THE RAPID RE-HOUSING OR HOMELESSNESS PREVENTION COMPONENT:**

- As a housing search and placement cost if a recipient/subrecipient is helping a program participant remain in or move into a particular housing unit and inspects that housing unit to comply with the minimum standards for permanent housing.

#### **CHARGE AS AN ADMINISTRATIVE COST:**

- If the recipient is inspecting a shelter run by a subrecipient to ensure the shelter complies with the minimum standards for emergency shelter (e.g. as a part of a monitoring review).
- If the recipient is inspecting permanent housing occupied by program participants to ensure the subrecipient has complied with the minimum standards for permanent housing (e.g. as a part of a monitoring review).

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### **WHAT HAPPENS IF HUD DETERMINES THAT THE EMERGENCY SHELTER OR PERMANENT HOUSING MINIMUM STANDARDS HAVE NOT BEEN FOLLOWED?**

If HUD monitors and discovers that the recipient or subrecipient is out of compliance with the emergency shelter or permanent housing standards, HUD may require any of the remedial actions or sanctions set forth in §576.501(b).

### **ARE THE EMERGENCY SHELTER OR PERMANENT HOUSING INSPECTIONS THE SAME AS THE LEAD-BASED PAINT INSPECTIONS?**

No. The requirements are both listed under 576.403 of the ESG Interim Rule, under “Shelter and Housing Standards,” but lead-based paint requirements must be assessed **in addition to** the minimum standards for emergency shelter and permanent housing standards. However, recipients/subrecipients may choose to conduct the inspection at the same time. For information about lead-based paint requirements, see 24 CFR part 35, subparts A, B, H, J, K, M, and R, which apply to all ESG-funded shelters and all housing occupied by ESG program participants.

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### Appendix A

#### Comparison of ESG Minimum Standards for Emergency Shelter and Permanent Housing and HQS (Bold text highlights areas of the minimum standards different from HQS)

Minimum safety, sanitation, and privacy standards for emergency shelter §576.403(b) <sup>i</sup>	Minimum habitability standards for permanent housing §576.403(c) <sup>ii</sup>	Housing quality standards (HQS) §982.401
<p>(1) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. <b>Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.</b></p>	<p>(1) Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.</p>	<p>(g) Structure and materials —</p> <p>(1) Performance requirement. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.</p> <p>(2) Acceptability criteria.</p> <p>(i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.</p> <p>(ii) The roof must be structurally sound and weathertight.</p> <p>(iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.</p> <p>(iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.</p> <p>(v) Elevators must be working and safe.</p>
<p><b>(2) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et</b></p>		

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<p>seq.) and 28 CFR part 35; where applicable.</p>		
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<p style="text-align: center;"><b>Minimum safety, sanitation, and privacy standards for emergency shelter</b> §576.403(b)<sup>i</sup></p>	<p style="text-align: center;"><b>Minimum habitability standards for permanent housing</b> §576.403(c)<sup>ii</sup></p>	<p style="text-align: center;"><b>Housing quality standards (HQS)</b> §982.401</p>
<p>(3) Space and security. 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 and adequate space and security for themselves and their belongings.</p>	<p>(2) Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.</p>	<p>Space and security —</p> <p>(1) Performance requirement. The dwelling unit must provide adequate space and security for the family.</p> <p>(2) Acceptability criteria.</p> <p>(i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.</p> <p>(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.</p> <p>(iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.</p> <p>(iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.</p>

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<p>(4) Interior air quality. <b>Each room or space within the shelter must have a natural or mechanical means of ventilation.</b> The interior air must be free of pollutants at a level that might threaten or harm the health of residents.</p>	<p>(3) Interior air quality. <b>Each room or space must have a natural or mechanical means of ventilation.</b> The interior air must be free of pollutants at a level that might threaten or harm the health of residents.</p>	<p>(h) Interior air quality —</p> <p>(1) Performance requirement. The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.</p> <p>(2) Acceptability criteria.</p> <p>(i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.</p> <p>(ii) There must be adequate air circulation in the dwelling unit.</p> <p>(iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.</p> <p>(iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.</p>
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<p style="text-align: center;"><b>Minimum safety, sanitation, and privacy standards for emergency shelter</b> §576.403(b)<sup>i</sup></p>	<p style="text-align: center;"><b>Minimum habitability standards for permanent housing</b> §576.403(c)<sup>ii</sup></p>	<p style="text-align: center;"><b>Housing quality standards (HQS)</b> §982.401</p>
<p>(5) Water supply. The shelter’s water supply must be free of contamination.</p>	<p>(4) Water supply. The water supply must be free from contamination.</p>	<p>(i) Water supply —</p> <p>(1) Performance requirement. The water supply must be free from contamination.</p> <p>(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.</p>

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<p>(6) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.</p>	<p>(5) Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.</p>	<p>(b) Sanitary facilities —</p> <p>(1) Performance requirements. The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.</p> <p>(2) Acceptability criteria.</p> <p>(i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.</p> <p>(ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.</p> <p>(iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.</p> <p>(iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).</p>
<p>(7) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.</p>	<p>(6) Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.</p>	<p>(e) Thermal environment —</p> <p>(1) Performance requirement. The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.</p> <p>(2) Acceptability criteria.</p> <p>(i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.</p> <p>(ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.</p>

<p style="text-align: center;"><b>Minimum safety, sanitation, and privacy standards for emergency shelter</b> §576.403(b)<sup>i</sup></p>	<p style="text-align: center;"><b>Minimum habitability standards for permanent housing</b> §576.403(c)<sup>ii</sup></p>	<p style="text-align: center;"><b>Housing quality standards (HQS)</b> §982.401</p>
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## **EXHIBIT D**

<p>(8) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.</p>	<p>(7) Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.</p>	<p>(f) Illumination and electricity —</p> <p>(1) Performance requirement. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.</p> <p>(2) Acceptability criteria.</p> <p>(i) There must be at least one window in the living room and in each sleeping room.</p> <p>(ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.</p> <p>(iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.</p>
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## EXHIBIT D

<p style="text-align: center;"><b>Minimum safety, sanitation, and privacy standards for emergency shelter §576.403(b)<sup>i</sup></b></p>	<p style="text-align: center;"><b>Minimum habitability standards for permanent housing §576.403(c)<sup>ii</sup></b></p>	<p style="text-align: center;"><b>Housing quality standards (HQS) §982.401</b></p>
<p>(9) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.</p>	<p>(8) Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.</p>	<p>(c) Food preparation and refuse disposal —</p> <p>(1) Performance requirement.</p> <p style="padding-left: 20px;">(i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.</p> <p style="padding-left: 20px;">(ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).</p> <p>(2) Acceptability criteria.</p> <p style="padding-left: 20px;">(i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenantsupplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.</p> <p style="padding-left: 20px;">(ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.</p> <p style="padding-left: 20px;">(iii) The dwelling unit must have space for the storage, preparation, and serving of food.</p> <p style="padding-left: 20px;">(iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).</p>

## EXHIBIT D

<p>(10) Sanitary conditions. The shelter must be maintained in a sanitary condition.</p>	<p>(9) Sanitary conditions. The housing must be maintained in a sanitary condition.</p>	<p>(m) Sanitary condition —</p> <p>(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.</p> <p>(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.</p>
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<b>Minimum safety, sanitation, and privacy standards for emergency shelter §576.403(b)<sup>i</sup></b>	<b>Minimum habitability standards for permanent housing §576.403(c)<sup>ii</sup></b>	<b>Housing quality standards (HQS) §982.401</b>
<p>(11) Fire safety. <b>There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.</b></p>	<p>(10) Fire safety. (i) <b>There must be a second means of exiting the building in the event of fire or other emergency.</b></p> <p>(ii) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearingimpaired person.</p> <p>(iii) <b>The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.</b></p>	<p>(n) Smoke detectors performance requirement —</p> <p>(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).</p> <p>(2) For units assisted prior to April 24, 1993, owners who installed batteryoperated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).</p>

## **EXHIBIT D**

See endnote <sup>iii</sup> .	See endnote <sup>iii</sup> .	(j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.
		(k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).
<b>Minimum safety, sanitation, and privacy standards for emergency shelter §576.403(b)<sup>i</sup></b>	<b>Minimum habitability standards for permanent housing §576.403(c)<sup>ii</sup></b>	<b>Housing quality standards (HQS) §982.401</b>
		(l) Site and Neighborhood — (1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. (2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank backups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

<sup>i</sup> The minimum safety, sanitation, and privacy standards for emergency shelter apply to emergency shelters receiving ESG funds for renovation (including conversion and major rehabilitation) and/or operating costs. In addition, any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation or other renovation must meet also state or local government safety and sanitation standards, as applicable. The recipient may also establish standards that exceed or add to these minimum standards.

<sup>ii</sup> ESG funds cannot be used to help a program participant remain or move into housing that does not meet these minimum habitability standards. The recipient may also establish standards that exceed or add to these minimum standards.

<sup>iii</sup> Although the minimum standards for emergency shelter and permanent housing do not cover lead-based paint requirements, the recipient or subrecipient must follow the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R, with respect to shelters assisted under ESG and housing occupied by program participants.

Budget Instructions Section:	Instructions
I.	The included budget document has been developed to obtain operational and infrastructure costs for the DMH IHP Request for Applications. Completion of the included sheets should be based on <u>realistic</u> and <u>reasonable</u> cost estimates.
II.	<p>Use the provided budget document and complete the "12 Month Operating Budget" and the "BHBH Infrastructure Budget" sheets.</p> <ul style="list-style-type: none"> <li>• If applicant is requesting Interim Housing Operation Funds and <b>NO</b> Start-up Infrastructure Funds, <u>only complete</u> the "12 Month Operating Budget".</li> <li>• If applicant is requesting Interim Housing Operation Funds <b>AND</b> Start-up Infrastructure dollars, complete <u>all</u> sheets.</li> </ul>
III.	<ul style="list-style-type: none"> <li>• Add any rows that may be needed and ensure formulas include costs of rows added.</li> <li>• Provide sufficient detail in the respective Narrative/Justification section of the sheets. The narrative should explain and justify the estimated costs by line item or category in the budget. The budget narrative should explain how the costs associated with each line item or category relate to the implementation of the project as outlined in the proposal being submitted. <b>Narratives should be written in such a way that someone not specifically familiar with the project can conceptually understand the rationale, purpose and calculation of the anticipated costs identified.</b></li> <li>• For the operating budget sheet, include calculations for all line items. For example: Food= \$\$/per meal X number of clients x days=\$XXXXX.</li> <li>• Cells that are filled in grey indicate no data is required. <b>DO NOT ENTER</b> any data in these cells.</li> <li>• When the word "Line" is used, it indicates the numbers identified in Column "A" under the respective budget section. These are filled in a light yellow color.</li> <li>• Cells are referenced by the actual column and row number in Excel i.e. "F30" for column F and row 30</li> </ul>
12 Month Operating Budget	Instructions
Overview	The operating budget contains sections filled in yellow (A through G). Instructions are provided below for each section.
A	<p><b>Applicant Program Information</b></p> <p><u>Line 1:</u> Agency Name: Enter your agency's legal name.</p> <p><u>Line 2:</u> Facility Address: Enter the complete address of the site. Format: Number, Street, City, State, Zip Code (123 A Street, Los Angeles, CA 99999)</p> <p><u>Line 3:</u> Project Name: Identify the name that will be given for the interim housing setting e.g., Fresh Start House</p> <p><u>Line 4:</u> Service Planning Area: Provide the service planning area the site is in.</p> <p><u>Line 5:</u> Supervisorial District: Provide the supervisorial district the site is in.</p>

<p style="text-align: center;"><b>B</b></p>	<p><b>Type of Personnel:</b> Identify positions and salaries of the staff required to operate the program. Additional rows can be added.</p> <ul style="list-style-type: none"> <li>• Personnel: Provide the titles of dedicated personnel e.g., Program Director, LVN</li> <li>• FTE: Full-Time Equivalent for staff time needed to operate the program. 1 FTE = 40 hours.</li> <li>• Annual Salary: Enter the annual salary for each individual position.</li> <li>• Total Cost: Estimated cost of each position. The calculation is the Annual Salary x the Number FTEs. This is preformulated.</li> <li>• Narrative/Justification: MUST include a detailed description and justification, including key responsibilities for each personnel item and cost calculations for all line items. Calculations should show hourly or monthly charges as well as the quantity. For example, \$35/hrX2080 hours=\$72,800.</li> </ul> <p><u>Line 23:</u> Sum of all dedicated FTEs (C25) and sum of Total Salaries (E25).  <u>Line 24:</u> Employee Benefits @ %. Enter the actual % of employee benefits.  <u>Line 25:</u> Subtotal Salaries &amp; Employee Benefits: Total sum of all salaries and benefits (E27).</p>
<p style="text-align: center;"><b>C</b></p>	<p><b>Services and Supplies:</b> Section should capture the services and supplies that are needed to operate the site.</p> <ul style="list-style-type: none"> <li>• Line items: Standard operating and occupancy items have been included. These items may be edited or additional rows added. All line items must be clearly identifiable, be specific, and cannot contain general descriptions e.g., "service fees".</li> <li>• Narrative/Justification: MUST include a detailed description and justification for each line item and cost calculation.</li> </ul> <p><u>Line 48:</u> Sum of all service and supplies cost.</p>
<p style="text-align: center;"><b>D</b></p>	<p><b>Sub-Contractors/Consultants:</b> Identify any sub-contracts or consultants that may be used. These may be subject to review and approval upon final award.</p> <ul style="list-style-type: none"> <li>• Line items: Sub-contractors/consultants that will provide services to support related activities.</li> <li>• Description/Justification: Clearly identify the services that will be provided. Include a detailed description and justification for each item and cost calculation.</li> </ul> <p><u>Line 51:</u> Sum of all sub-contractors/consultant costs, if applicable.</p>
<p style="text-align: center;"><b>E</b></p>	<p><b>Indirect/Administrative Overhead:</b> Identify indirect/administrative costs for the related activities.</p> <ul style="list-style-type: none"> <li>• <u>Line 50, Cell C50:</u> Enter the percentage (%) for indirect/administrative costs.</li> <li>• Narrative/Justification: Include a detailed description of tasks and activities covered under administrative costs.</li> </ul> <p><u>Line 51:</u> Sum of all indirect/administrative overhead costs.</p>
<p style="text-align: center;"><b>F</b></p>	<p><b>Total Budget</b></p> <p><u>E57:</u> Sum of all subtotal sections. Ensure all subtotals are included in the calculation.</p>
<p style="text-align: center;"><b>G</b></p>	<p><b>Other Revenue:</b> Identify any additional revenue sources that may be leveraged for use towards the project, including contracts, donated and raised funds.</p> <p><u>Line 61:</u> Subtotal of all other revenue sources.</p>
<p><b>BHBH Infrastructure Budget</b></p>	<p style="text-align: center;"><b>Instructions</b></p>

Exhibit E - Budget Template and Budget Narrative

<b>Overview</b>	This form is required if any BHBH Start-up Infrastructure Funds are requested. Additional line items may be added and formulas adjusted as necessary. These cost estimates must be accompanied by the bid requirements specified in the RFA.
<b>A</b>	<p><b>BHBH Program Information</b></p> <p><u>Lines 1-3</u>: No data required.  <u>Line 4</u>: Square Feet: Provide the total square footage of the site.</p>
<b>B</b>	<p><b>Expenses</b></p> <p><u>Line 5</u>: This section identifies the following categories: Cost Items, Cost, Cost per Square Feet, and Description/Justification</p>
<b>C</b>	<p><b>Soft Costs/General Conditions</b></p> <p><u>Line 6-16</u>: Identify costs under the Soft Costs/General Conditions category. Common line items have been provided.</p>
<b>D</b>	<p><b>Site</b></p> <p><u>Lines 17-19</u>: Identify costs under the Site category. Common line items have been provided.</p>
<b>E</b>	<p><b>Building</b></p> <p><u>Lines 20-37</u>: Identify costs under the Building category. Common line items have been provided.</p>
<b>F</b>	<p><b>Other</b></p> <p><u>Lines 38-41</u>: Additional costs not identified in the above categories may be included. Additional rows may be added.  <u>Line 42</u>: Subtotal of the cost categories entered in sections C-F.</p>
<b>G</b>	<p><b>Additional Revenue Sources</b></p> <p><u>Lines 43-45</u>: Identify any additional revenue sources that may be used to cover infrastructure costs and services.</p>
<b>H</b>	<p><b>Total Cost of Project</b></p> <p>Cell C54: Total cost of infrastructure needs.</p>

Exhibit E - Budget Template and Budget Narrative

1	AGENCY NAME:		12 Month Operating Budget		
2	FACILITY ADDRESS:				
3	PROJECT NAME:				
4	SERVICE PLANNING AREA:				
5	SUPERVISORIAL DISTRICT:				
<b>B</b>	<b>Type of Personnel</b>	<b>FTE</b>	<b>Annual Salary</b>	<b>Total Salaries</b>	<b>Narrative / Justification</b>
6			\$ -	\$ -	
7			\$ -	\$ -	
8			\$ -	\$ -	
9			\$ -	\$ -	
10			\$ -	\$ -	
11			\$ -	\$ -	
12			\$ -	\$ -	
13			\$ -	\$ -	
14			\$ -	\$ -	
15			\$ -	\$ -	
16			\$ -	\$ -	
17			\$ -	\$ -	
18			\$ -	\$ -	
19			\$ -	\$ -	
20			\$ -	\$ -	
21			\$ -	\$ -	
22			\$ -	\$ -	
23	<b>Totals</b>	<b>0.00</b>		<b>\$ -</b>	
24	<b>Employee Benefits @ %</b>			<b>\$ -</b>	
25	<b>Subtotal Salaries &amp; Employee Benefits</b>			<b>\$ -</b>	
<b>C</b>	<b>Services and Supplies</b>		<b>Total Cost</b>	<b>Narrative / Justification</b>	
26	<i>Operating</i>				
27	Insurances		\$ -		
28	License and Permits		\$ -		
29	Office, Program, and Training Supplies		\$ -		
30	Staff Mileage		\$ -		
31	Staff Parking Fees		\$ -		
32	Staff Training/Development		\$ -		
33	Telephone/Internet		\$ -		
34	Food Costs		\$ -		
35	Furnishings/Household Items		\$ -		
36	Janitorial Services/Cleaning Supplies		\$ -		
37	Kitchen Supplies		\$ -		
38	Linen/Laundry		\$ -		
39	Pest Control		\$ -		
40	Property Repair and Maintenance		\$ -		
41	Property Related Costs		\$ -		
42	Utilities		\$ -		
43	Security		\$ -		
44	Other (Specify)		\$ -		
45	Other (Specify)		\$ -		
46	<b>Subtotal Services/Supplies</b>		<b>\$ -</b>		
<b>D</b>	<b>Sub-Contractors/Consultants</b>		<b>Total Cost</b>	<b>Narrative / Justification</b>	
47			\$ -		
48			\$ -		
49	<b>Subtotal Sub-Contractors/Consultants</b>		<b>\$ -</b>		
<b>E</b>	<b>Indirect/Administrative Overhead</b>		<b>Total Cost</b>	<b>Narrative / Justification</b>	
50	Percentage				
51	<b>Subtotal Indirect/Administrative Costs</b>		<b>\$ -</b>		
<b>F</b>	<b>TOTAL PROGRAM BUDGET</b>		<b>\$ -</b>		

## IHP Start-up Infrastructure Funds Budget

A APPLICANT PROGRAM INFORMATION			
1	Agency Name		
2	Facility Address		
3	# of Beds		
4	Square Feet		
B Expenses			
5	Cost Items	Cost	Cost per sq. ft. Narrative / Justification
C Soft Costs/General Conditions			
6	Design	\$ -	\$ -
7	Permits	\$ -	\$ -
8	Surveying	\$ -	\$ -
9	Insurance	\$ -	\$ -
10	Site security	\$ -	\$ -
11	Equipment rental	\$ -	\$ -
12	Temporary utilities	\$ -	\$ -
13	Dumpsters	\$ -	\$ -
14	Supervision	\$ -	\$ -
15	General labor	\$ -	\$ -
16	Cleaning	\$ -	\$ -
D	Site	Cost	Cost per sq. ft. Narrative / Justification
17	Excavation	\$ -	\$ -
18	Underground utilities	\$ -	\$ -
19	Landscaping/irrigation	\$ -	\$ -
E	Building	Cost	Cost per sq. ft. Narrative / Justification
20	Foundation/driveway	\$ -	\$ -
21	Masonry/stone	\$ -	\$ -
22	Rough carpentry/lumber	\$ -	\$ -
23	Millwork/cabinetry	\$ -	\$ -
24	Insulation	\$ -	\$ -
25	Roofing	\$ -	\$ -
26	Siding	\$ -	\$ -
27	Doors and hardware	\$ -	\$ -
28	Windows	\$ -	\$ -
29	Drywall	\$ -	\$ -
30	Flooring	\$ -	\$ -
31	Painting	\$ -	\$ -
32	Specialties	\$ -	\$ -
33	Appliances	\$ -	\$ -
34	HVAC	\$ -	\$ -
35	Plumbing	\$ -	\$ -
36	Electrical	\$ -	\$ -
37	Low voltage/security	\$ -	\$ -
F	Other	Cost	Cost per sq. ft. Narrative / Justification
38	Other (specify)	\$ -	\$ -
39	Other (specify)	\$ -	\$ -
40	Other (specify)	\$ -	\$ -
41	Other (specify)	\$ -	\$ -
	Subtotal	\$ -	\$ -
G	Additional Revenue Sources	Amount	Description of Services Additional Revenue Source Will Cover
43		\$ -	
44		\$ -	
45		\$ -	
H	Total Cost of Project	\$ -	

## EXHIBIT F

### **Special Real Estate Requirements**

The State of California through the Department of Health Care Services (“DHCS”) is administering the Behavioral Health Bridge Housing Program (“BHBH Program”) through noncompetitive predetermined funding to be awarded to county behavioral health agencies (“Behavioral Health Agencies” or “BHAs”) to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them from accessing help and moving out of homelessness.

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the “Infrastructure Project”), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, “Program Funds”) shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing start-up infrastructure funding is limited to seventy-five thousand dollars (\$75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the Agreement. The foregoing notwithstanding, DHCS has agreed to waive the one-year requirement for Phase 2 of the Subcontractor's BHBH Program Plan through AHP, provided, that, substantial documentation regarding the ability of the Subcontractor to perform Phase 2 in a timely fashion has been produced to the reasonable satisfaction of AHP and DHCS.

These Special Real Estate Requirements shall become effective upon execution of the underlying Agreement and shall automatically expire concurrently with the expiration of the Prime Contract (the “Expiration Date”) unless earlier terminated by AHP or DHCS (the “Term”). Terms not defined herein shall have the definitions ascribed in the Subcontract Agreement.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor's plan to complete the project within one (1) year and Subcontractor's approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor's project.

## **ARTICLE 1. CONDITIONS TO DISBURSEMENT**

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction of the requirements described in Section 1.1 below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below.

Program Funds to be disbursed for construction costs shall be disbursed only upon satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.2, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

### **1.1 SUBCONTRACTOR OBLIGATIONS**

- 1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, State, and local requirements.
- 1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the Agreement, and the BHBH Program.
- 1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the Agreement and this Attachment F.

### **1.2 REQUIREMENTS FOR DISBURSEMENT OF PROGRAM FUNDS – INFRASTRUCTURE CONSTRUCTION COSTS**

- 1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits, and AHP approves, the documents described below, and any additional supporting information, as may be required:

1.2.1.1 A construction monitoring plan that shall include, at a minimum:

- 1.2.11.a. Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;
- 1.2.1.1 b. Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to accompany invoicing to AHP;
- 1.2.1.1.c. Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;
- 1.2.1.1 d. Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;
- 1.2.1.1.e. Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5, below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the Agreement; and
- 1.2.1.1.f. Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.

1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.

1.2.1.3 Certificates of insurance, or a certification of the Subcontractor self-insurance coverage if the Subcontractor is self-insured, evidencing coverages required by the Agreement and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.

1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.

### **1.3 REQUIREMENTS FOR DISBURSEMENT OF PROGRAM FUNDS- PROPERTY ACQUISITION COSTS.**

Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced:

- 1.3.1 Fully executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.
- 1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.
- 1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;
- 1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title

Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.

- 1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable to AHP and DHCS.
- 1.3.6 Signed escrow instructions, providing for the following:
  - 1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and
  - 1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.
- 1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **1.4 REQUIREMENTS FOR DISBURSEMENT OF PROGRAM FUNDS - CONSTRUCTION COSTS.**

No Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Section 1.1, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

- 1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.4 and any additional information or documents as may be required by AHP hereunder.
- 1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.
- 1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obliges on the bonds.
- 1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting

documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.

- 1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed (although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

### **1.5 REQUIREMENTS FOR DISBURSEMENT OF PROGRAM FUNDS- RENTAL ASSISTANCE**

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

- 1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.
- 1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.
- 1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.
- 1.5.4 Requirements for payments to be made directly to property owners or managers.
- 1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.
- 1.5.6 Requirements for participants to have access to onsite supportive services at the facility or through home visits.

## **1.6 WAIVER OF TERMS AND CONDITIONS.**

It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment F. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment F shall be construed as a waiver of any subsequent terms or provisions herein.

## **ARTICLE 2. NOTIFICATION TO PROCEED**

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed to its general contractor until AHP has approved the updated budget and schedule, if any.

## **ARTICLE 3. PERFORMANCE**

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein.

## **ARTICLE 4. DEFAULT**

Failure to satisfy any one of the certifications and/or performance milestones (unless such performance milestone is extended) shall constitute a breach of this agreement and entitle AHP to mandate the subcontractor to return to the state of California any program funds disbursed; in any such instance, AHP may, with DHCS approval, also cancel this agreement without owing any damages or other payment to the subcontractor.

## EXHIBIT G

### **Applicant Eligibility and Minimum Mandatory Requirements Attestation**

Applicants must attest that they meet the following minimum mandatory requirements, by checking Yes or No below for each requirement and providing documentation as indicated.

Yes	No	Requirement
		Applicant is a legally established entity authorized to conduct business in the State of California.
		Applicant has a current Internal Revenue Service Tax Identification Number (TIN).
		Applicant is in good standing with the State of California and their current funders and is not suspended or debarred from contracting with the State of California, County of Los Angeles, City of Los Angeles or LAHSA.
		Applicant does not have a history of contract non-compliance with any funder, a contract suspension, a termination for cause by a funder, or outstanding financial obligations with a funder that have not been adequately resolved with said funder.
		Applicant agrees to dedicate all interim housing beds funded through this RFA to the SMI population including those with co-occurring SUD.
		Applicant has a minimum of two years of verifiable experience in the last 10 years providing services to people experiencing homelessness.
		Applicant agrees to provide the services outlined in the Los Angeles City and County Interim Housing Minimum Service and Operations Practice Standards (Exhibit A) and the DMH IHP Program Service Requirements (Exhibit B).
		Applicant agrees to adhere to the BHBH RFA conditions and subcontractor requirements with AHP.
		If not a current DMH IHP provider, applicant has provided at least two references that can attest to their experience providing services to people experiencing homelessness. At least one reference must be from a funder of interim housing unless the applicant is not currently funded for interim housing services.
		Applicant is the proposed operator of the interim housing site. If the proposed operator and the property owner are distinct entities, the proposed operator has obtained and included with their application a signed letter on the property owner's letterhead that indicates the property owner's agreement for the property to be used as interim housing for individuals who are experiencing homelessness and living with SMI including those with co-occurring SUD.
		In accordance with Los Angeles County Code, Chapter 2.160 (County Ordinance 93-0031), applicant certifies that the applicant and each County lobbyist and County lobbyist firm, as defined by Los Angeles County Code 2.160.010 retained by the applicant, is in full compliance with Chapter 2.160 of the Los Angeles County Code.



## Exhibit H

### DMH Interim Housing Program RFA Application Questions Worksheet

#### BASIC INFORMATION

1. Operating Agency/Organization Name: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_(\_\_\_\_)\_\_\_\_\_

Address of Applicant's Corporate Office/Headquarters:

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_(\_\_\_\_)\_\_\_\_\_

2. Site owner information, if different.

Primary Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_(\_\_\_\_)\_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_(\_\_\_\_)\_\_\_\_\_

3. What type of funding are you applying for? Check one only.

Start-up Infrastructure and Interim Housing Operations

Interim Housing Operations Only

4. Address of proposed site:

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Service Planning Area (SPA) of the proposed site: \_\_\_\_\_

SPA may be searched by using [Los Angeles County - Enterprise GIS District Locator \(lacounty.gov\)](http://lacounty.gov).



## EXPERIENCE

6. Describe any experience you have operating shelter, bridge, or interim housing sites for individuals experiencing homelessness. Include the total number of years of experience, housing locations, number of beds, and target population(s). [Limit 250 words]
7. Describe any experience you have providing housing or residential services that specialize in serving clients who have serious behavioral health conditions including serious mental illness and/or substance use disorders? Include total number of years of experience. [Limit 150 words]
8. Are you currently contracted to provide Interim Housing/Shelter/Bridge Housing in LA County with any of the following government entities? Check all that apply:
- DMH
  - LAHSA
  - DHS Housing for Health/Office of Diversion and Re-entry
  - City of Los Angeles
  - Other Cities
  - VA
  - Other: \_\_\_\_\_



9. If you do not currently have a contract, have you previously had one?

- No
- Yes: If yes, what was the reason the contract(s) ended? List date ranges and provide a copy of previous agreements or other verification. [Limit 50 words]

10. Do you have any current or previous contracts to provide interim housing/shelter/bridge housing in other jurisdictions outside LA County?

- Yes: If yes, where were these programs located and what funding sources were used? [Limit 50 words]
- No

11. If no interim/bridge housing experience, do you have any current or previous contracts to provide any other type(s) of housing? What type(s)? Where is the housing located? What funding sources are used? [Limit 50 words]

**PROPOSED PROGRAM DESIGN**

12. How many of the beds at the proposed site will be solely dedicated to DMH clients? \_\_\_\_\_

13. Bed types:

- Congregate (dorm style) – only allowed for existing DMH IHP sites.
- Non-congregate

14. Bed count: Complete the table below.

For beds designated for families, complete the Families row only.

	Current DMH single beds/family units (if any)	New DMH single beds/family units (proposed)	Other beds at site (not funded by DMH)	Total beds at site
Male only				
Female only				
Any gender				
Families				
Total				

15. Describe how your program will be responsive to the needs of people experiencing homelessness and living with serious mental illness and other co-occurring disorders. Include how you will incorporate the following guiding principles [Limit 400 words]:

- Housing First
- Harm Reduction
- Trauma-informed Care and Design
- Anti-Racism, Diversity, and Inclusion



16. Describe how the proposed site and program will be designed to meet the needs of clients who identify as transgender or who are gender non-conforming. [Limit 150 words]

17. Will the proposed site serve families?

No

Yes

• How many family units will be dedicated to DMH clients with families at your site? \_\_\_\_\_

• Which of the following family types can the proposed site accommodate? (Select all that apply)

Female parent/guardian and minor child(ren)

Male parent/guardian and minor child(ren)

Any gender parent/guardian and minor child(ren)

Families with both adult and minor children

Families with two or more adults with no minor children

18. (If yes to #17) Describe how you will design your program to be responsive to the needs of all family members. [Limit 150 words]

19. Are you proposing to operate a specialized interim housing setting with services tailored to one or more focal populations, for example, but not limited to TAY ages 18-25, older adults, and people with complex medical issues?

No (skip to #21)

Yes – identify the population(s): \_\_\_\_\_

20. (If yes to #19) If the site will be specialized, identify the number of dedicated beds and how the proposed setting will address the unique needs of the population served. [Limit 150 words]
21. Describe how you will provide activity coordination. Include the staff that will be responsible for providing these services and the types of activities that will be provided on-site. [Limit 100 words]
22. Describe how you will provide housing navigation. Include the staff that will be responsible for providing these services. [Limit 100 words]
23. In addition to service animals and emotional support animals (which are required to be accepted), will your site accept pets?
- Yes: If yes, include the types of pets that will be accepted. Describe any limitations on the types of pets accepted, including any weight or breed. If limitation is not specified, DMH will assume that limitations do not exist. [Limit 50 words]
  - No





28. Describe how the facility will provide three meals per day as required in Exhibit A. [Limit 100 words]

29. What amenities will your site include?

- Refrigerator for client use
  - In Room
  - In Common Space
- Commercial Kitchen
- Food preparation area
- Microwaves for client use
  - In Room
  - In Common Space
- Washer and dryer for client use
- Free Wi-Fi for clients

30. Describe any other amenities that are not included above, if applicable. [Limit 50 words]



## ENHANCED CLINICAL SERVICES

31. Which enhanced clinical services staffing are you proposing to add:

- None
- LVN or similar
- Mental Health Clinician (MSW/LCSW or MFT/LMFT or similar master or doctorate level clinician)

32. Who will this staff report to and explain your plan to provide appropriate supervision of clinical hours for non-licensed clinical staff? [Limit 100 words]

33. Describe how you envision the role and duties of each enhanced clinical staff member and how these services will enhance services provided at your site. [Limit 250 words]



## READINESS/TIMELINE

34. Identify the project's stage of readiness as defined in the RFA. Include a description of how your project meets the criteria for that stage. [Limit 100 words]

- Immediately Available for Occupancy (Turnkey)
- Shovel-ready
- Design and Development

35. From the date of contract execution, how long will it take for beds to become available (number of weeks)? \_\_\_\_\_

36. If applying for Start-up Infrastructure Funding, describe the timeline for your proposed project. [Limit 100 words]

- Have you applied for the necessary permits in place to complete the proposed work? If yes, provide a date. If no, explain. [Limit 50 words]

Yes \_\_\_\_\_ No

- How do you plan to address the potential interruption of services as a result of the proposed work? Will the work be staged, allowing clients be able to occupy the property or portions of the property prior to completion of the proposed project? Explain. [Limit 50 words]



37. What are some factors that may delay the start date of your operations? If so, how long do you anticipate the delay? [Limit 75 words]

### **BUILT ENVIRONMENT/INFRASTRUCTURE**

38. Do you:

- Own the property for proposed site
- Lease the property for proposed site
- Intend to own or lease, if awarded
- Other (describe) [Limit 40 words]

39. Describe the current use of the property [Limit 50 words]

40. Bathrooms configuration:

- Communal – shared by all clients in area
- Individual- bathroom included in individual room (as in hotel)
- Shared- only by occupants of same room.
- Detached from main sleeping area (describe)
- Other, describe [Limit 50 words]



- How many clients will share each bathroom? \_\_\_\_\_
- What is your client to shower ratio? \_\_\_\_\_
- What is your client to toilet ratio? \_\_\_\_\_
- Will bathrooms be detached from primary accommodations (will client have to leave building to access showers?)      Yes      No

41. Will your site be fully ADA-compliant?

- Yes, it is currently compliant
- No, it is not currently compliant but the proposed work addresses compliance issues
- No
- Unsure

42. Is your site wheelchair accessible?      Yes      No

43. Explain how you will ensure the site can meet the needs of clients with mobility, hearing, visual impairments. [Limit 75 words]

44. Are there any current or past code violations? This includes, but is not limited to, building code violations, and health code violations. Explain [Limit 75 words]

- Yes
- No

45. Describe the site's plan to prevent and address pest and rodent issues. [Limit 75 words]

46. Describe the safety and security measures that will be in place at the facility. Include details on security personnel, surveillance systems, and fire safety features. [Limit 100 words]



47. Are you also applying for Start-Up Infrastructure Funding? If no, skip questions 47-50 and continue to the budget section.

- Yes
- No

48. What will infrastructure funding be used for? (check all that apply)

- Initial purchase of furniture, equipment, and appliances
- Minor renovations
- Contributing towards the purchase of property
- Other – describe. [Limit 100 words]

49. Describe your planned infrastructure project. [Limit 200 words]

50. Describe the impact the infrastructure project will have on the site and clients served (how will it improve, enhance, or expand the site and services). (Limit 200 words)

## BUDGET

**Exhibit E**

Exhibit I  
Form of Owner Certificate

**OWNER CERTIFICATE  
(Interim Housing Program Request for Applications)**

To: Shine BC-LA  
527 W. 7<sup>th</sup> Street, Floor 11  
Los Angeles, CA 90014

The undersigned, \_\_\_\_\_, a \_\_\_\_\_ ("**Owner**") hereby certifies as follows to Shine BC-LA ("**SBC**") in connection with an application for funding submitted by \_\_\_\_\_ (the "**Tenant**") to SBC pursuant to SBC's request for applications dated October 7, 2024 (the "**RFA**"):

1. Owner is the owner of that certain real property located at: \_\_\_\_\_, California (the "**Property**"). Owner acquired the Property on, or about, \_\_\_\_\_, and, as of the date of this Certificate, the Property is subject to following deed(s) of trust: [specify, if any; if none, state "none"]:  
\_\_\_\_\_.
2. Owner has entered into or intends to enter into a Lease Agreement (the "**Lease**"), with Tenant for the Tenant's lease of the Property. If currently in affect, a true, complete and accurate copy of the Lease and all supplements, modifications and amendments to the Lease (if any) is attached hereto as **Exhibit A**.
3. Under the Lease, the Tenant is (or will be) permitted to use the Property as an "interim housing" facility, and nothing in the Lease or any other agreement affecting the Property, or Owner, prohibits the use of the Property as an interim housing facility.
4. If the Tenant is awarded funding by SBC, then the Owner shall enter into a covenant, if required by the County of Los Angeles (the "**County**"), to be recorded against the Property in the official records of Los Angeles County, restricting the use of the Property for interim housing purposes.
5. The Owner recognizes and acknowledges it is making these representations to SBC with the intent that SBC, the County, and their successors and assigns shall rely hereon, and as a condition to Tenant applying for funding pursuant to the RFA. The provisions of this Owner Certificate shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs of Owner and SBC.

6. The undersigned signatory hereby warrants that he/she has full and valid legal power and authority to make and deliver this certificate and to bind the Owner to the statements and certifications made herein.
7. Execution of this Owner Certificate is one, of multiple, conditions precedent to any awarding of funding by SBC pursuant to the RFA, and acceptance of this Owner Certificate by SBC does not guaranty any funding to Tenant. SBC is not obligated to provide any funding to Tenant.

This Owner Certificate is executed as of \_\_\_\_\_, 2024.

OWNER:

\_\_\_\_\_

EXHIBIT A  
COPY OF LEASE