

EXHIBIT A

BASIC LIVING SUPPORT SERVICES

1. GENERAL: Basic living support services (BLSS) provide temporary housing, food, clothing, toiletries and other necessities to clients (with or without children under the age of 18) of the Department of Mental Health (DMH) and DMH contracted mental health providers who are homeless, or at risk of becoming homeless, and have limited or no financial resources. These clients qualify for BLSS as contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (WIC) Section 5600 et seq., including, but not limited to, Sections 5680 through 5688.6. DMH's objective is to provide temporary BLSS to clients until transitional or permanent housing is obtained.

These services shall be provided on a 24-hour basis in contractor's residential site(s) for an initial approved period not to exceed 45 days per client. Subsequent 30-day extensions of BLSS per client may be made upon review and written approval by DMH of the particular client's housing plan and implementation progress. Clients shall be referred to the Contractor's site(s) solely by DMH. County may cancel at any time the approved referral of any client to Contractor's site(s) as determined in the sole discretion of DMH.

2. PERSONS TO BE SERVED: Contractor shall provide services only to clients who are referred to Contractor by DMH. BLSS will be provided to clients who:

- A. Have a DSM-IV-TR Axis I diagnosis including, but not limited to, schizophrenia, major depression, bipolar disorder, schizoaffective disorder, post traumatic stress disorder, including co-occurring substance abuse disorders;
- B. Receive mental health services from DMH's directly-operated or contracted providers;
- C. Are homeless or at risk of becoming homeless;
- D. Do not have adequate benefits or other financial resources to pay for temporary housing; and
- E. Do not require care and supervision, acute emergency intervention, inpatient hospitalization or other 24-hour treatment as determined by DMH staff.

3. SERVICE DELIVERY SITE(S): Contractor's site(s) where BLSS are to be provided hereunder is (are) located at:

Contractor shall obtain the prior written consent of the Director of Mental Health or the Director's designee at least 70 days before terminating services at such location(s) and/or before commencing such services at any other location(s).

4. EMERGENCY MEDICAL TREATMENT: Clients who are provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be a charge to nor reimbursable under this Agreement. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.

5. NOTIFICATION OF DEATH: Contractor shall immediately notify the Director of Mental Health or the Director's designee upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the deceased's DMH Management Information System identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

6. COUNTY RESPONSIBILITIES:

County shall:

- A. Provide transportation for each client to and from the Contractor's facility, if necessary, as determined by DMH.
- B. Provide Contractor's site staff with the name and telephone number of mental health provider staff who is assigned to assure that each client receives appropriate mental health services from sources other than Contractor.
- C. Provide outreach, mental health, case management and crisis intervention services as necessary and as determined by DMH.
- D. Assist client with benefits establishment.
- E. Prepare client's care and coordination plan and assist client with the development and implementation of a transitional or permanent housing plan.
- F. Advise and discuss with Contractor's site staff any plans regarding a client which may impact Contractor's responsibilities toward the client.
- G. Approve initial requests for BLSS and, if needed, requests for 30-day extensions.

- H. Maintain contact with client a minimum of once a week.

7. PROGRAM ELEMENTS, GOODS AND SERVICES:

Contractor shall provide the basic living support program elements, goods and services as described in the BLSS Agreement. These shall include, but are not limited to:

ADMINISTRATIVE

- A. Collaborate and cooperate with DMH mental health provider staff, both directly-operated and contracted, who provide case management, mental health care and other client services.
- B. Coordinate all services, including case management, provided by the organization with the client's mental health case manager/clinician.
- C. Immediately report by telephone all special incidents to the Director of Mental Health or the Director's designee as required by DMH Policy No. 202.18. Special incidents shall include, but are not limited to, death or serious injury, suicide attempts requiring Emergency Medical Treatment (EMT), client injury to another person requiring EMT, suspected homicide by a client, suspected client abuse by staff and any other incident for which there is a possibility or threat of legal action or significant public or media attention to the program.
- D. Contact the client's mental health case manager/clinician within 24 hours if client has left the shelter, required hospitalization for physical or mental health concerns or can no longer remain in the shelter due to reasons stated above.
- E. Maintain a daily sign-in sheet for each client to verify the client's stay at the site.

FACILITY

- A. Have a current fire clearance and a Public Health inspection certificate that are posted in a visible location.¹
- B. Have an indoor/outdoor safe and clean living environment with regard to property and furniture maintenance and repair, graffiti abatement, refuse removal, fire safety and landscaping. The environment shall be free of pests, rodents and insects.
- C. Have air conditioning/ventilation and heating in the indoor living environment. The temperature shall be no lower than 68 degrees and no

¹ Cal. Code of Regs. Tit. 22, § 80020 subd.(a) and California Health and Safety Code, Los Angeles County Code Title 11, Chapter 11.20.23

higher than 85 degrees. In the event of extreme heat, the maximum temperature shall be at least 30 degrees below the outside temperature.²

- D. Have lighting that ensures safety and is sufficient for activities of daily living including reading.
- E. Have toilet and bathing facilities, including faucets that are in good working condition. The toilet and bathing areas shall be free of mold and mildew.
- F. Have hot and cold running water. The hot water temperature shall not be less than 105 degrees and not more than 120 degrees.³
- G. Provide individual storage space for medication and personal belongings.
- H. Provide access to a telephone. Calls will be at client's expense.⁴
- I. Post emergency medical procedures.
- J. Post and maintain a disaster and mass casualty plan of action.⁵

SERVICES

- A. Provide staff on-site 24 hours a day for general client oversight at the site where BLSS are provided.
- B. Permit clients to remain in the facility at all times including during the daytime.
- C. Provide bedding and towels that are laundered by the organization a minimum of once per week.
- D. Have staff that prepare and serve at least three balanced and complete meals each day. Two of the three meals must be hot.
- E. Accommodations must be made for individuals who have a physician's prescription for a special diet.⁶
- F. The time that meals are served must be posted in a location accessible to clients.
- G. A daily menu must be posted in a location accessible to clients.⁷
- H. Meals must be consistent with the United States Department of Agriculture dietary guidelines.⁸
- I. Food served cannot be from expired stock.
- J. Perishables must be refrigerated with the temperature not to exceed 42 degrees Fahrenheit.⁹
- K. Food shall be stored separately from non-food items.¹⁰

² California Code of Regulations, Title 22, Section 80020(a)(1)

³ California Code of Regulations, Title 22, Section 80088 (e)(1)

⁴ California Code of Regulations, Title 22, Section 80073 (a)

⁵ California Code of Regulations, Title 22, Section 80023(a)

⁶ California Code of Regulations, Title 22, Section 80076(a)(6)

⁷ California Code of Regulations, Title 22, Section 80076 (a)(5)

⁸ California Code of Regulations, Title 22, Section 80076 (a)(1)

⁹ California Code of Regulations, Title 22, Section 80076 (a)(14)

¹⁰ California Code of Regulations, Title 22, Section 80076(a)(15)(16)

- L. A minimum of one week of staple nonperishable foods and a minimum of two days of fresh perishable foods shall be maintained at the site BLSS is provided.¹¹
- M. Clients shall be allowed to wear their own clothes.¹²
- N. If clients do not have clothing, provide new or previously worn clothing in good repair, including shirts, pants, socks, shoes, undergarments and outerwear.
- O. Provide access to laundry facilities to launder clothing.
- P. Provide toiletries including non-medicated soap, toilet paper, toothbrush, toothpaste, shampoo, comb/brush, feminine hygiene supplies and disposable razor blades.
- Q. Provide house cleaning for all common areas including the kitchen and bathroom and maintenance of outdoor areas. Clients will only be responsible for cleaning their own room/space.

CLIENT RIGHTS AND PRIVACY

- A. Permit clients to leave the facility at any time. A curfew of no earlier than 10:00 p.m. daily may be imposed.
- B. Assist clients in safeguarding personal belongings when they move from the site. Keep personal belongings in a secured area a minimum of seven (7) days when a client leaves the facility without arrangements having been made for his/her belongings.
- C. Provide unopened mail to clients.
- D. Provide a minimum of four (4) visiting hours per day. Post visiting hours in an area that is accessible to clients. Permit all visitors unless there is documentation regarding the need to restrict specific individuals from visiting. DMH shall be informed immediately in writing of all decisions to restrict visitors.
- E. Have policies and procedures to address complaints and grievances.
- F. Comply with all DMH Patients' Rights policies.
- G. Post DMH Patients' Rights information and the organization's internal grievance procedure. Make DMH client grievance forms available in an area that is accessible to clients.
- H. Ensure that client participation in the organization's services is voluntary. This includes participation in individual or group counseling, case management, substance abuse treatment, self-help groups (in the facility or community) and social events. Exceptions require the Department's approval.
- I. Ensure that clients are only discharged for reasons allowable under Fair Housing laws. Reasons for possible termination/discharge from the BLSS

¹¹ California Code of Regulations, Title 22, Section 85076 (d)(1)

¹² California Code of Regulations, Title 22, Section 80072 (a)(5)

program shall be clearly posted and may include the following: possession of weapons, alcohol/illegal substance (drug) and drug paraphernalia possession, sexual misconduct, behaviors that are a danger to others or verbally/physically threatening behaviors. Decisions to discharge a client for all other reasons shall be discussed beforehand with the client's mental health provider.

- J. Ensure that clients are not required to submit to testing/screening for substance and/or alcohol use.
- K. Provide DMH with copies of any admission agreements, rules, terminations policies or other documents including any requiring the client's signature. All documents requiring a client signature shall be consistent with the BLSS program specifications and Agreement.
- L. Have a confidentiality policy and procedures in place that comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

STAFFING

- A. Ensure that all staff hired to provide BLSS will have a minimum of six (6) months experience working with individuals with mental illness.
- B. Have verification the staff preparing and serving food meet all public health requirements to handle food.¹³
- C. Have verification that all staff providing BLSS meets employment eligibility status.
- D. Ensure all staff on duty providing BLSS has completed a CPR and first aid class.
- E. Have verification that all staff providing BLSS are aware of required reporting of known or suspected child, dependent adult, and elder abuse and agree to comply with these reporting requirements.
- F. Have verification that the arrest and convictions records for all current and prospective staff employed by the organization have been obtained and ensure that no persons that have been convicted of any crime involving any harm to children, dependent adults, or elders are employed.
- G. Have verification that all staff is aware of confidentiality requirements and the provisions of HIPAA.

8. PERFORMANCE-BASED CRITERIA:

¹³ California Retail Food Code Article 113947 and Los Angeles County Code.

Contractor shall be evaluated on three (3) performance-based criteria that will measure the Contractor's performance related to program and operational measures that are indicative of quality services. Should there be a change in Federal, State and/or County policies/regulation, DMH at its sole discretion may amend these performance-based criteria via contract amendment. The performance-based criteria are as follows:

- A. Contractor has no more than one (1) substantiated patients' rights violation in one (1) year.
- B. Contractor provides basic life supports, food, shelter, clothing, and toiletries to each client.
- C. Contractor has all required public health and fire permits.