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FILED
CLERK, U.S. DISTRICT COURT
03/04/2024
CENTRAL DISTRICT OF CALIFORNIA
BY: kdu DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LA ALLIANCE FOR HUMAN
RIGHTS, ET AL.

Plaintiff,

v.

CITY OF LOS ANGELES, ET AL.,

Defendant.

Case No. 2:20-cv-02291-DOC-KES

**NOTICE FROM THE COURT RE
LETTER FROM COUNCIL
MEMBER BOB BLUMENFIELD**



BOB BLUMENFIELD
Councilmember, Third District

March 1, 2024

The Honorable David O. Carter
United States District Court
Central District of California
411 West Fourth Street, Room 9-160
Santa Ana, CA 92701

Re: LA County Alliance Settlement Case NO. 2:20-cv-02291 DOC (KES)

Dear Hon. Judge Carter,

I read with interest the County of Los Angeles' First Status Report Pursuant to the Settlement Agreement filed on January 30, 2024, and am pleased to see some progress towards implementing their additional beds for Mental Health/Substance Use Disorder per this Agreement. I have several concerns about the implementation of this Settlement, to which the City of Los Angeles is not a party, but about which the City has great hope for meaningful progress in our efforts to serve the unsheltered and reduce street homelessness and encampments under our own LA Alliance Settlement Agreement. As you know, the City's ability to implement its own Agreement relies on funding for services and support from LA County, which has not yet been fully defined or realized. The City and County have been negotiating an MOU but have not reached an agreement for Settlement implementation.

The Court may find that since the City of Los Angeles is not a party to this settlement agreement, the City (and myself as a representative of 260,000 residents) have no standing to speak up about these concerns. However, having worked with you and followed the direction of both LA Alliance lawsuits since 2020, I am hopeful that the Court may be able to facilitate meaningful progress in a timely manner.

In particular, the lack of an MOU with the County is a challenge for the city as the payment for services (bed rate) and list of services to be provided remain incomplete. If the Court could encourage the completion of an MOU prior to the City Council's consideration of the FY 24/25 budget (anticipated after the release of the Mayor's Budget, which is required by April 20, 2024, by Charter), it would be most beneficial.



The Honorable Judge Carter
March 1, 2024
Page 2

While the September 12, 2022, non-binding preliminary agreement between the city and the County, signed by the County's Chief Executive Officer and City Administrative Officer, sets the framework for the Alliance settlements, the Alliance Agreement between the City and the County, through a future MOU, will require willingness from the County to avail and ensure services to residents at City interim and permanent sites. Unfortunately, Court oversight and agreements with the County are necessary to ensure general relief, social services, health, mental health, and re-entry services are being delivered to County residents within the city.

The current Roadmap Agreement avails \$60 million in funding for services every year for five (5) years for the 6,700 new homeless housing interventions the City built. However, the \$60 million is not enough to cover the level of services actually required, and the City funds supplemental services at our Roadmap sites, and on January 9, 2024, authorized a mid-year bed rate adjustment for service providers. (See CAO Report CF 23-1348). Additional bed rate increases will occur for both City and County beds, and it will be important to establish a "daily bed rate" that clearly defines "Mainstream services" and "Enhanced services" offered by service providers and offered by County department staff.

Bed rates determine how many staff members a service provider can hire to operate a site, which impacts their capacity and ability for service-delivery. Service providers operating our Roadmap, Alliance, and Inside Safe sites state a higher bed rate is required to provide case management, housing navigation, and connections to health and behavioral health services. The County needs to play a more active role in availing County staff to support the nonprofit service providers operating "low-barrier" City sites. As the Roadmap Agreement expires in 2025, it will be important to identify a sustained funding source for beds created by the Roadmap Agreement, and a review by the Court on the compliance with the Roadmap Agreement is important to set the foundation for this next Alliance Agreement.

The MOU with the County should include agreed-upon definitions of "Mainstream" and "Enhanced" County services, clarification for what the City is responsible to provide for "City appropriate" shelter and what the County provides to complement the City's investment, a bed rate for payment that covers the expenses of the services whether Mainstream or Enhanced by location, including retroactive payment for services that were obligated but not provided by the County during the term of the Agreement.

Additionally, it would be mutually beneficial to include clear direction for how clients in City interim housing can access crisis, behavioral health bridge housing, high service need interim housing, and other County services. Also, important would-be clear direction for how people experiencing homelessness on the streets in the City can access County services and the required new MH/SUD beds.

The Honorable Judge Carter
March 1, 2024
Page 3

Finally, it would be helpful to all if the MOU provided clarity that the City's General Fund and investments should be focused on providing housing and an obligation that the County provides services, with the City funds only tapped for health, mental health, or substance abuse services rarely and as an exception once County funds and resources have been exhausted and reimbursement by the County cannot be obtained. Until an MOU is signed, the City will continue to pay for services, "mainstream" and "enhanced," by contracting with service providers already contracted with the County to provide health, mental health, and substance use disorder treatment services for people currently at our city sites. Including these issues in an MOU would assist the city with creating its own mechanisms to comply with the settlement, as approved by the Council in the Alliance Implementation Motion CF 23-1054 (passed by Council November 2023) which I authored.

I would like to call to your attention the following key concerns in the County of Los Angeles' First Status Report, and I appreciate your consideration of these issues as you oversee this agreement:

- 1) **There is no path for placement of individuals who would be better served with higher acuity programs/County-appropriate shelter**, and in the meantime, many individuals with these needs remain in the City's low barrier City-appropriate interim housing where they often are exited or cause disruption to other clients due to their unmet needs. Providing sufficient access to County-funded high-service needs beds is a critical point in the City's Settlement (section 9 County obligations) which has not been implemented.
- 2) **Mainstream County services which are supposed to be provided to the City's interim housing program under the prior Roadmap agreement have not been delivered**, and there appears to be no prioritization for the city in the newly created 900 beds reported in this document for existing Roadmap clients.
- 3) **The status report does not include a list of which Interim Housing sites are eligible** for and should be receiving these County services, which makes it difficult for the City to ensure they are being provided, as required, to the maximum of 3,100 interim housing units. Without a list and tracking, the City is unable to know when/if County is deploying staff to interim sites or if funding for additional services via contracts with service providers are occurring.

The Honorable Judge Carter
March 1, 2024
Page 4

- 4) **The County seems to rely on reporting by the city for requests made for Department of Mental Health (DMH) services and tracking of those requests by the city**, but my staff and I were not informed that our teams needed to track these requests. I do not believe that there is any system in place for the city to meet its responsibility to provide this information and thus no accountability from the County to provide services. Furthermore, my staff have only very limited access to HMIS data about clients (i.e., only name and service provider they are linked to, if there is one), so the city has very little ability to ensure that a client has been enrolled in County services once referred.
- 5) **Subsidies, vouchers, and other assistance required in this Settlement do not appear to have any allocation towards residents of the city** in interim housing or connection to the responsibilities of the city in its own Settlement Agreement with the LA Alliance. In particular, a Board and Care subsidy could be a life-saving resource for an individual on the street in my district with ongoing medical needs who has been placed repeatedly in our interim housing programs only to walk away due to ongoing mental health issues, but this resource has never been made available to her.
- 6) **The Exhibit B chart which lists referrals to High Service Need Interim Housing beds lacks information about which City or location these referrals were made from and has no information about where those beds are.** Even so, with 900 new contracted beds the report shows there are only a total of 109 clients placed which makes it difficult to understand why Mental Health beds remain to difficult to access.
- 7) **The Exhibit D chart listing placements in facilities by facility does not indicate where the client had previously been residing, making it impossible to determine if residents of Los Angeles, and particularly Skid Row, are benefiting from these placements.** Further there is no information provided about the requests per individual or site.
- 8) **Implementation of this Agreement relies in part on coordination from LAHSA**, a Joint Powers Authority that is not a party to the Agreement, and service providers who may not be coordinating their efforts to ensure compliance with this Agreement.
- 9) **Implementation of the City's Settlement Agreement assumes prioritization for placement of people experiencing homelessness in the City of Los Angeles to Permanent Supportive Housing beds created in the City of Los Angeles**, but the placement of individuals by LAHSA matchers/service providers relies on a different system tied to the CES system which has facilitated placement of non-City residents in City-funded units.

The Honorable Judge Carter
March 1, 2024
Page 5

As the City strives to improve the lives of people with disabilities, substance use disorder, ongoing medical conditions, mental health conditions, your assistance to spur action in a timely manner would be appreciated.

If I can be of help to you in this effort, please do not hesitate to contact me or my Chief of Staff Lisa Hansen at (213) 473-7003.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bob Blumenfield". The signature is fluid and cursive, with the first name "Bob" being particularly prominent.

BOB BLUMENFIELD
Councilmember
City of Los Angeles

BB/lh/sp

**Agreement to Terms
Between the City and County of Los Angeles**

The terms outlined in this document represent a preliminary agreement between the City of Los Angeles (City) and the County of Los Angeles (County), which is intended to support both the City's commitments pursuant to the L.A. Alliance for Human Rights vs. City settlement agreement (City Settlement Agreement), as well as the County's ongoing commitment to address homelessness. This document, while non-binding, shall inform the development of a Memorandum of Understanding (MOU) between the City and the County, which will be submitted to the City Council and Mayor, and the County Board of Supervisors, for approval.



Fesia A. Davenport
Chief Executive Officer

9/12/2022
Date



Matthew W. Szabo
City Administrative Officer

9/12/2022
Date

1. Additional MDTs and HOME Teams

The County shall increase to 34 (from 22; numbers based on what is currently required and could be subject to change) the number of Multi-Disciplinary Teams (MDTs) dedicated to conducting outreach exclusively in the City, allocating at least 1 team per Council District. The County will manage the teams in consultation with the City's outreach staff in the Office of the City Administrative Officer (CAO) and/or the Unified Homelessness Response Center (UHRC).

City understands that each Council District has a different number of PEH within their District and that allocating MDTs by Council District could mean that in some Council Districts eligible clients may exceed MDT caseload capacity. The City acknowledges that the County will not directly support the enforcement component of the City's street engagement strategy.

The County shall increase to 10 (from 5.5; numbers based on what is currently required and could be subject to change) the number of Homeless Outreach and Mobile Engagement (HOME) teams dedicated to conducting outreach exclusively in the City. The County will manage the teams in consultation with CAO and/or UHRC;

The County will seek to allocate HOME teams by Council District but ultimately HOME teams must be assigned based on client volume. HOME teams must provide eligible services to eligible clients to draw down sufficient Medi-Cal revenue to cover costs.

2. Partnership on City-/County-owned Land

City and County will continue to work together in making available to each other appropriate City- and/or County-owned land (City-owned land within the City of Los Angeles, and County-owned land within the City of Los Angeles or in the unincorporated areas of the City of Los Angeles), to create new interim or permanent housing units as mutually agreed by County and City. Units created through this partnership can be credited to the City's unit creation requirement upon mutual agreement between County and City.

3. Prioritization of Housing Placements

The County will work to prioritize referrals of PEH in the City to permanent supportive housing (PSH) placements in project-based units located within City limits, even if the units are funded and/or are operated by the County. The PSH placements shall be consistent with all federal and state laws and regulations, applicable funding sources requirements, and contracts and agreements.

The City is working with the U.S. Department of Housing and Urban Development (HUD) to develop a community housing preference program. Once approved by HUD, the City will work with Los Angeles Homeless Services Authority (LAHSA), property owners and managers, to apply the approved preferences to supportive housing units in the City.

4. City Outreach Access to County Department Services

The County shall provide City-funded outreach teams with access to DMH, DHS, DPSS, and DPH services directly and through coordination with MDT and HOME teams assigned to the City.

5. Mental Health / Substance Use Disorder (SUD) Beds

The County will develop 300 additional substance use and mental health beds in a ratio solely determined by the County. The County will make best efforts to prioritize development of the beds in areas with highest needs.

6. Beds Available to County Outreach

The County will work to ensure County outreach teams (including the increased number of teams referenced above) have access to County Homeless Initiative-funded unlicensed high service need interim housing beds for PEH in the City, and that those beds will either be exclusively for use by, or prioritize, PEH in the City.

The County has an existing bed management procedure for interim housing beds contracted directly by the County and is in the process of developing an interim housing bed management system that would include all County funded interim housing beds (including County funded beds under LAHSA contracts).

The City and County will coordinate to ensure that lower acuity PEH occupying high service need interim housing beds are transitioned to more appropriate housing options to maximize availability of high service need beds.

7. PEH with Serious Mental Illness / Substance Use Disorders

The County acknowledges it has certain responsibilities under state and federal law to provide services to eligible County residents suffering from serious mental illness or substance use disorders, including PEH in City, and will partner with the City to advocate and apply for additional state and federal funding for this purpose.

8. Services for Interim and Permanent Supportive Housing

The County shall fund supportive services for PEH in permanent units financed by the City as part of the L.A. Alliance lawsuit. These services should include (a) Intensive Case Management System (ICMS) and integrated health services and (b) services to ensure a tenant's connection to primary care, specialty mental health services, and substance abuse disorder services.

The County shall fund services for PEH in interim housing established by the City as part of the L.A. Alliance lawsuit. In addition to general operations, client support and other commonly understood services covered by daily bed rates, these services shall include County "mainstream" services including DPSS public assistance programs, DMH mental health services, DPH substance use disorder services, and benefits advocacy services to clients who meet eligibility criteria for these services.

The above supportive services will be provided on a per unit basis as interim and permanent supportive housing units are developed and become occupiable. This obligation is limited to a maximum of 3,100 interim housing units and 10,200 permanent housing units. By mutual agreement, the number of permanent housing units can increase by a corresponding decrease in the number of interim housing units. Regarding services for permanent housing, the MOU will specify units to be funded through existing agreements and additional units to be funded pursuant to this agreement.

Over the term of the agreement, the City and County shall periodically meet (but not later than January 1, 2024) to discuss potential continuation of supportive services for permanent and interim units beyond the term of the agreement.

9. New Funding

If the City or County obtains significant new funding from a City ballot initiative (United to House L.A.) for the housing and/or services outlined in this agreement or County Measure H extension, the City and County will consider potential amendments to enhance housing and services city-wide or county-wide. Such amendments may include (but are not limited to) continuation of operations and supportive services for permanent and interim units beyond the term of the agreement, or redeployment of resources to address homelessness in other cities or unincorporated County jurisdictions.

10. Effective Date and Duration

City and County obligations under this agreement commence on June 14, 2022, and will terminate at the end of FY 26/27 (or June 30, 2027).

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: December 1, 2023

CAO File No. 0220-05151-0508

Council File No.

Council District: Citywide

To: The City Council

From: Matthew W. Szabo, City Administrative Officer



Reference: Interim Housing Bed Rates

Subject: **INTERIM HOUSING BED RATES ADJUSTMENT REPORT**

SUMMARY

In October 2022, Abt Associates, selected by the Los Angeles Homeless Services Authority (LAHSA), in coordination with the County Chief Executive Office Homeless Initiative (Homeless Initiative), began a Cost Analysis of Interim Housing (IH) operations. This effort sought to identify the true operating costs of interim housing in Los Angeles County for projects funded by LAHSA, the County's Department of Health Services, and the County's Department of Mental Health. The analysis was completed in August 2023¹.

As a result, LAHSA has provided a memo to the Office of the City Administrative Officer with a recommendation for a mid-year increase to go into effect January 1, 2024, for existing City-funded interim housing providers (Attachment 1).

RECOMMENDATION

That the City Council, subject to approval by the Mayor:

1. APPROVE the proposed increases to the interim housing rates within this report to be effectuated beginning January 1, 2024;
2. INSTRUCT the City Administrative Officer (CAO) to report back regarding the funding implications, identify the funding source, and request authority to amend existing contracts in an amount not to exceed \$8,358,071;
3. INSTRUCT the CAO, with the City Legislative Analyst, in coordination with the Los Angeles Homeless Services Authority, and the County of Los Angeles, to develop a transparent funding formula for Interim Housing bed rates.

¹ Abt Associates, "LA Interim Housing Cost Study Final Report with Executive Summary," <https://www.lahsa.org/documents?id=7730-la-interim-housing-cost-study-final-report-with-executive-summary>

BACKGROUND

Interim Housing (IH) is an intervention within the homeless service system that provides short-term, emergency shelter for people experiencing homelessness (PEH). Homeless service providers have expressed concerns that the IH cost reimbursement rates (i.e. bed rates) have been a challenge in recent years as they do not address their true operating costs. In response to this feedback, the Los Angeles Homeless Services Authority (LAHSA), along with support from the County of Los Angeles, procured a consultant, Abt Associates, to conduct a cost study on the IH portfolio across Los Angeles County.

During this study, 125 IH sites serving diverse populations in different service providers areas (SPAs) across Los Angeles County were identified to participate in a survey to provide detailed information about IH operations and costs that encompassed different expense categories. Costs may include case management, meals, housing navigation, connections to mainstream benefits, referrals to outside services as well as actual site/shelter costs. Sixteen of these providers, representing a diverse set of IH sites, were further selected to be interviewed to further review costs associated with IH. The largest cost associated with providing IH services was reported to be staffing and Abt noted that staffing costs were most likely underreported due to hiring challenges and constant turnover.

As a result of the IH Cost Analysis, Abt Associates made the following recommendations:

- Immediate increase in bed-night rates across the portfolio of IH in Los Angeles County
- Work towards a more defensible and empirically-driven bed rate formula
- Apply an inflation factor for yearly increases to reimbursement rates
- To move toward a more equitable homeless service system, there needs to be a transparent funding formula that creates IH bed rates
- Due to the nature of IH, facilities experience increased wear and tear and other unexpected costs, which public funders need to keep in consideration
- Public funders are encouraged to continue to research and understand staffing issues, including living wages, pay inequities, health and wellness benefits, and burnout and staff retention

LAHSA, the County's Office of Homeless Initiative and the CAO discussed the feasibility and next steps of adopting the recommendations proposed by Abt Associates. The first step is for policymakers to have the opportunity to discuss and approve interim rate adjustments to provide initial monetary support to service providers while an IH bed rate formula is developed by key partners. The second step is to further evaluate and develop a rate methodology. The County's Homeless Initiative is working on a report paralleling this one that will propose rates that align with LAHSA's recommendations to the City. The County's intent is to have approvals

in place for adjustments to take effect January 1, 2024, which aligns with the recommendations within this report.

For this fiscal year, the City has funded approximately \$134,293,273 across several interim housing programs that support 6,006 beds as outlined in Attachment 2.

DISCUSSION

On October 30, 2023, the Los Angeles Homeless Services Authority (LAHSA) provided the Office of the City Administrative Officer (CAO) with a memo proposing initial Interim Housing (IH) bed rate adjustments to go into effect January 1, 2024, for existing City-funded IH service providers. An updated version of the memo dated November 28, 2023, is reflected in Attachment 1. Since the release of the IH Cost Analysis, this office has noted differences in funding practices between the City and the County, such as the City typically pays leasing costs for interim housing sites so that bed rate reimbursement can support provider services (case management, meals, etc.). Although there is no distinction between City and County supported IH sites listed in the study, it is important that the City and the County align in any rate adjustments for the same services moving forward. To develop a new IH bed rate formula will take time and service providers are requesting an immediate rate adjustment since costs have increased over the last several years without any systematic corresponding rate adjustment.

Methodology and Proposed Initial Rates

LAHSA has proposed rate increases to all facility- or site-based contracts to meet either an increase of 10% or a baseline minimum contract level noted in the chart below, depending on which option provides a greater increase for each contract. A few exceptions include Safe Parking, which is proposed to be increased from \$30 to \$40, and rates that went into effect this fiscal year like the site-based Augmented Winter Shelter Program (\$75).

A summary of the proposed changes are included in Table 1.

Table 1: LAHSA Adjusted Interim Housing Rates effective January 1, 2024

Intervention Type	Population	Current Rate ¹	Proposed Rate
Overnight Safe Parking	Adults, TAY, Family	\$30	\$40
Crisis Housing	Adults, TAY	\$40	\$60
Bridge Housing	Adults, TAY	\$50	\$60

Intervention Type	Population	Current Rate ¹	Proposed Rate
Winter Shelter Program	Adults, TAY	\$50	\$60
Roadmap - IH	Adults	\$55	\$60.50
Tiny Home Village	Adults	\$55	\$60.50
A Bridge Home	Adults, TAY	\$60	\$66
Transitional Housing	TAY	\$70	\$77
Project Homekey	Adults	Rates vary by project	10% increase
Crisis Housing	Family	\$90 - site based \$105 - motel based	\$99 - site based \$115.50 - motel based

¹ Current Rate column represents the most common rate for sites within the indicated program.

Attachment 2 provides a breakdown of the types of interim housing beds that are City funded for this fiscal year. The initial funding provided for this fiscal year is \$134,293,273 and supports 6,006 interim housing beds across several programs. If the proposed increase is implemented the approximate increase is projected to be \$8,358,071, for the remaining six months of the fiscal year. It would represent an increase of 6.2% for the entire portfolio.

Although LAHSA notes that these rates will not fully meet operational needs of many service providers, these adjustments are meant to provide some relief while next steps are taken to meaningfully assess and develop a new IH reimbursement formula. The new formula will take into consideration specific factors that impact rate levels, such as leasing costs, site location, program size, etc. The next phase will also include input from funders and service providers.

Financial Impact to Existing Contracts and Budget

LAHSA's proposed mid-year adjustment to existing contracts is estimated to be \$8,358,071. Given the timing of this request, further analysis is required to determine the financial impact to existing contracts and budget allocations. This office's recommendation is to implement the proposed rates for new contracts and to come back with a plan to implement the rate increases for existing contracts, including the transfer of funds. Once funding is identified to support these adjustments, recommendations for contract amendments will also be requested.

Program and System Impacts

LAHSA's request states that the IH bed rate adjustments are meant to address feedback and

data from service providers demonstrating shortfalls between contract rates and actual expenses. The goal of interim housing is to provide immediate, safe, indoor options for people experiencing homelessness (PEH). The initial rate change will offer additional support to service providers in order to begin addressing some of the challenges highlighted in the cost analysis: the ability to offer competitive wages to hire and retain employees in targeted roles that are needed to provide quality IH services; contribute to supply and facility maintenance needs; contribute to multiple data and reporting expectations that are supported by administrative functions; and to provide adequate staffing for each shift to connect with participants individually or participate in team meetings to problem solve.

FISCAL IMPACT STATEMENT

Approval of the recommendations in this report will not have an immediate impact on the General Fund as funding recommendations will be provided in a future report. However, should the proposed increases be adopted and funding is needed for the initiatives there may be an approximate fiscal impact of up to \$8,358,071.

FINANCIAL POLICIES STATEMENT

Approval of the recommendations contained in this report complies with the City's Financial Policies as there is no General Fund associated with the action at this time.

Attachments:

1. Recommendation for adjusted interim housing contract rates effective January 1, 2024
2. Attachment 2: FY 2023-24 Interim Housing Funding, Number of Beds, and Bed Rates

To: Edwin Gipson, City Administrative Office

From: Abbilyn Miller, Chief Program Officer

Date: November 28, 2023

CC: Dr. Va Lecia Adams Kellum, Chief Executive Officer
Kristina Dixon, Chief Financial & Administration Officer
Nathaniel VerGow, Acting Chief Programs Officer
Rachel Johnson, Chief of Staff
Jeffrey Samson, Deputy Chief Financial and Administrative Officer
Janine Trejo, Director, Funding and Allocations
Jaclyn Grant, Director, Interim Housing
Camille Donnell, Acting Director, Finance

Subject: Recommendation for adjusted interim housing contract rates effective January 1, 2024

Background

In recent years, contracted interim housing service providers have expressed to funders that the current contract rates do not address their true operational costs. In addition, the local expectation for public contracts to cover true operating costs for interim housing has increased both in response to the rapid expansion of the interim housing portfolio over the past five years and provider challenges in meeting capacity, and in connection to the increased standardization and direction provided by funders on the required services design and infrastructure of publicly funded interim housing projects.

As a result, the Los Angeles Homeless Services Authority (LAHSA), in coordination with and support from the County CEO Homeless Initiative (Homeless Initiative), engaged in a procurement process for a consultant to conduct a Cost Analysis of interim housing operations. The project, led by Abt Associates and launched in October 2022, sought to identify the true costs of operating interim housing in Los Angeles County across LAHSA-, DHS-, and DMH-funded projects. The project assessed operational costs including but not limited to personnel, non-personnel, and facility costs. The cost analysis took into consideration factors such as population served, size of provider organization, geographic location, demographic information about participants served and organizational leadership members, types of services provided, and size of interim housing program.

In response to the report, LAHSA prepared a recommendation for a relatively modest, yet impactful mid-year rate increase to go into effect January 1, 2024, for existing City-funded interim housing providers. This increase is an interim rate change that can provide more immediate relief to interim housing providers while working together across funders to develop a robust, nuanced funding formula that will inform future, potentially more significant rate adjustments. In this

Memorandum, LAHSA provides a preliminary recommendation for the mid-year rate increase and a summary of the system and cost impacts of the recommendation.

Recommendation

LAHSA is recommending the City apply an increase to all facility- or site-based contracts of either: (1) a baseline minimum contract level of \$60, or (2) an increase of 10%, using whichever methodology results in a greater increase for each contract.

There are a few exceptions to the methodology above. For Safe Parking Programs, LAHSA proposes an increase from \$30 to \$40 per slot per night for Overnight Safe Parking programs. In addition, rates that were set this Fiscal Year are excluded from the recommendation: thus, the rate changes do not apply to the Inside Safe-Interim Housing Program (currently \$110 per person/night) and the site-based Augmented Winter Shelter Program (currently \$75 per bed/night).

Included below is a summary of the impact of the recommended rate changes:

Program Component	Population	Current Rate	Proposed Rate
Overnight Safe Parking	Adults, TAY, Family	\$30	\$40
Crisis Housing	Adults, TAY	\$40	\$60
Bridge Housing	Adults, TAY	\$50	\$60
Winter Shelter Program	Adults, TAY	\$50	\$60
Roadmap-IH	Adults	\$55	\$60.50
Tiny Home Village	Adults	\$55	\$60.50
A Bridge Home	Adults, TAY	\$60	\$66
Transitional Housing	TAY	\$70	\$77
Project Homekey	Adults	Rates vary by project	10% increase
Crisis Housing	Family	\$90 – site based \$105 – motel based	\$99 – site based \$115.50 – motel based

Methodology

The proposed rate methodology above should be viewed as an interim rate adjustment. The rates above will not fully meet the operational budgets of many providers: however, it is intended to offer some funding relief while we engage in the next phase of the cost analysis project. In the next phase of the project, LAHSA, alongside Abt Associates and key system funders and partners, will engage in a robust process to develop a nuanced rate formula that takes into consideration specific factors that influence rate levels. Examples of factors that may go into the formula include whether providers have leasing costs, regional location of sites, the size of the program, and/or whether the program has existing access to philanthropic funding. The exact factors will be determined through the formula development process, which will include input from both funders and service providers.

The current interim rate adjustment is based on a few considerations:

- The Abt Associates' Cost Analysis report highlighted a median gap of \$38 for Crisis/Bridge operators, which reflects median true costs ranging between \$78 - \$88. Thus, raising rates to \$60 as a baseline allows funders to reduce the current gap while also acknowledging that there will be range of rates that will result from the more robust future rate formula.
- Crisis/Bridge, A Bridge Home, Roadmap-IH, and Tiny Home Village programs provide a similar core scope of services that includes 24-hour staffing and monitoring, case management services, linkages to housing navigation and mainstream resources, and three meals per day. In addition, projects operate under the same Facility and Program Standards for quality of facilities and operations. As a result, the report seeks to bring these projects to a similar baseline.
- Projects that were previously funded at or above \$60 also demonstrated funding gaps through the report. While there is variance based on a multitude of factors that will be refined through the development of the formula, the proposed 10% interim increase acknowledges that the majority of Project Homekey, TAY Transitional Housing, and Family Crisis Housing contracts have not gone through a procurement in at least three years and costs of operations have increased during that time.
- While the Safe Parking Program portfolio currently has the lowest of the interim housing rates at \$30 per slot per night, it only operates for 12 to 14 hours each day and has a different set of required services. Thus, the proposed rate change of \$10 per slot per night acknowledges that provider costs exceed the contract while also setting the baseline at a different rate than projects operating facility-based services 24 hours per day.

Program and System Impacts

The goal of interim housing is to provide access to immediate, safe, indoor options for people experiencing homelessness while supporting households to quickly secure more permanent housing. The proposed rate change above is designed to address the feedback and data from providers demonstrating gaps between contract rates and actual expenses, and through this, helps the broader interim housing system achieve its collective goal of interim housing access and permanent housing connections. The interim rate change offers service providers enhanced ability to:

- Provide staff members with competitive wages so they can both hire for and retain employees in the many key positions that are essential to quality interim housing operations, including 24-hour monitoring positions and intake staff positions that can impact providers' ability to fully utilize all beds at their program location.
- Address supply and facility maintenance needs to promote a quality of interim housing environment that helps participants feel respected and supported.
- Maintain administrative functions necessary to meet the multiple data and reporting expectations of publicly funded interim housing operations.
- Adequately staff each shift so that team members can meet with participants individually and/or participate in resource coordination meetings with other providers to problem solve through housing barriers and increase rehousing efficiency.

Cost Impacts

The proposed methodology results in a total request of approximately \$8,358,071 for City-funded interim housing projects for the period of January 1 through June 30, 2024. This includes projects currently funded through the following sources: City Emergency Solutions Grant, City General Funds, City Homeless Housing Assistance Program, City Roadmap, and Alliance Agreement.

Please let me know if you have any questions or need additional information regarding the recommendation in this memo.

Thank you,

Abbilyn Miller
Chief Program Officer

Attachment 2: FY 2023-24 Interim Housing Funding, Number of Beds, and Bed Rates

Program Type	Council District	Site Name/ Address	No. of Beds	FY 2023-24 Bed Rate	FY 2023-24 Funding
A Bridge Home (ABH)					
HHAP	1	1920 W 3rd St.	41	\$60	\$900,360
Roadmap	2	13160 Raymer St.	85	\$60	\$1,866,600
Roadmap	2	7700-7798 Van Nuys Blvd. (formerly 7700 Van Nuys Blvd.)	100	\$60	\$2,196,000
Roadmap	4	3248 Riverside Dr.	100	\$60	\$2,196,000
Roadmap	4	3061 Riverside Dr.	78	\$90	\$2,569,320
Roadmap	5	1479 La Cienega	54	\$90	\$1,778,760
Roadmap	6	14333 Aetna St.	74	\$60	\$1,625,040
Roadmap	7	Sylmar Armory	85	\$60	\$1,866,600
Roadmap	8	5965 St. Andrews Pl.	100	\$60	\$2,196,000
HHAP	9	2817 S Hope St.	100	\$60	\$2,196,000
Roadmap	10	1818 S Manhattan Pl. (formerly 1819 S. Western Ave.)	15	\$60	\$329,400
Roadmap	10	668 S. Hoover St. (aka 625 La Fayette Pl.)	72	\$60	\$1,581,120
HHAP	11	100 Sunset Ave.	154	\$60	\$3,381,840
Roadmap	13	1214 Lodi Pl.	64	\$60	\$1,405,440
HHAP	13	1533 Schrader Blvd.	72	\$60	\$1,581,120
HHAP	13	1403 N. Gardner St.	30	\$60	\$658,800
HHAP	14	711 N. Alameda St. (El Puente)	45	\$60	\$988,200
Roadmap	14	310 N. Main St.	99	\$60	\$2,174,040
HHAP	15	2316 E Imperial Hwy.	100	\$60	\$2,196,000
Roadmap	15	515 N Beacon St.	100	\$60	\$2,196,000
Roadmap	15	828 Eubank Ave.	100	\$60	\$2,196,000
A Bridge Home (ABH) Subtotals			1,668		\$38,078,640
Interim Housing and Other Interim Housing Interventions					
Roadmap	4	1701 Camino Palmero St.	42	\$90	\$1,383,480
Alliance	4	Highland Gardens 7047 Franklin Ave.	143	\$57	\$2,960,761
Roadmap	12	18140 Parthenia St.	107	\$55	\$2,153,910
Roadmap	14	1060 N Vignes St.	232	\$55	\$4,670,160
Roadmap	14	1904 Bailey St.	72	\$55	\$1,449,360
Roadmap	6	6909 N Sepulveda Blvd.	146	\$55	\$2,938,980
Roadmap	6	7816 Simpson Avenue	49	\$55	\$986,370
Roadmap	8	9165 & 9165 1/2 Normandie St.	28	\$55	\$563,640
Roadmap	8	5615 - 5749 South Western Ave.	7	\$55	\$140,910
Roadmap	8	8501 1/2 S. Vermont Ave.	25	\$55	\$503,250

Attachment 2: FY 2023-24 Interim Housing Funding, Number of Beds, and Bed Rates

Program Type	Council District	Site Name/ Address	No. of Beds	FY 2023-24 Bed Rate	FY 2023-24 Funding
Roadmap	8	8701 S. Broadway	150	\$55	\$3,019,500
Roadmap	9	224 E. 25th St & 224 1/2 E. 25th St	68	\$55	\$1,368,840
Roadmap	9	5100 S. Central Ave.	25	\$55	\$503,250
Roadmap	9	King Solomon Village 1300-1332 W Slauson Ave	100	\$55	\$2,013,000
Roadmap	9	2521-2525 Long Beach Ave., Building A	146	\$85	\$4,542,060
Roadmap	13	5941 Hollywood Blvd.	30	\$55	\$603,900
Roadmap	14	Weingart Center 566 S. San Pedro Street	60	\$65	\$1,427,400
Roadmap	14	543 Crocker St.	60	\$55	\$1,207,800
Roadmap	15	345 E 118 Pl	4	\$55	\$80,520
Interim Housing and Other Subtotals			1,494		\$32,517,091
Project HomeKey (PHK)					
Roadmap	1	Solaire Hotel 1710 7th St	76	\$68	\$1,891,488
Roadmap	1	Solaire Hotel 1710 7th St	15	\$83	\$455,670
Roadmap	4	The Sieroty (Formerly Howard Johnson) 7432 Reseda Blvd	62	\$78	\$1,769,976
Roadmap	4	The Sieroty (Formerly Howard Johnson) 7432 Reseda Blvd	12	\$93	\$408,456
Roadmap	6	Econo Motor Inn 8647 Sepulveda Blvd.	48	\$85	\$1,493,280
Roadmap	6	Econo Motor Inn 8647 Sepulveda Blvd.	10	\$100	\$366,000
Roadmap	6	Pano (Formerly Panorama Inn) 8209 Sepulveda Blvd.	90	\$84	\$2,766,960
Roadmap	6	Woodman 9120 Woodman Ave.	148	\$85	\$4,604,280
Roadmap	7	Encinitas (Formerly The Good Nite Inn) 12835 Encinitas Ave.	71	\$85	\$2,208,810
Roadmap	7	Encinitas (Formerly The Good Nite Inn) 12835 Encinitas Ave.	15	\$100	\$549,000
Roadmap	8	EC Motel 3501 Western Avenue	25	\$67	\$613,050
Roadmap	8	EC Motel 3501 Western Avenue	5	\$82	\$150,060
Roadmap	10	Best Inn 4701 W Adams Blvd.	18	\$85	\$559,980
Roadmap	10	Best Inn 4701 W Adams Blvd.	4	\$100	\$146,400
Roadmap	11	Ramada Inn 3130 Washington Blvd.	27	\$85	\$839,970

Attachment 2: FY 2023-24 Interim Housing Funding, Number of Beds, and Bed Rates

Program Type	Council District	Site Name/ Address	No. of Beds	FY 2023-24 Bed Rate	FY 2023-24 Funding
Roadmap	11	Ramada Inn 3130 Washington Blvd.	6	\$100	\$219,600
Roadmap	11	Super 8 LAX 9250 Airport Dr.	34	\$85	\$1,057,740
Roadmap	11	Super 8 LAX 9250 Airport Dr.	9	\$100	\$329,400
Roadmap	12	Travelodge 21603 Devonshire St.	60	\$84	\$1,844,640
Roadmap	12	Travelodge 21603 Devonshire St.	15	\$99	\$543,510
Roadmap	13	The NEST 253 S. Hoover St	30	\$85	\$933,300
Roadmap	13	The NEST 253 S. Hoover St	8	\$100	\$292,800
Roadmap	14	Super 8 Alhambra 5350 S Huntington Dr.	44	\$85	\$1,368,840
Roadmap	14	Super 8 Alhambra 5350 S Huntington Dr.	8	\$100	\$292,800
Roadmap	14	Titta's Inn - Casa Luna 5333 Huntington Drive	40	\$71	\$1,039,440
Roadmap	14	Titta's Inn - Casa Luna 5333 Huntington Drive	7	\$86	\$220,332
Roadmap	15	Travelodge 18600 Normandie Avenue	40	\$85	\$1,244,400
Project HomeKey (PHK) Subtotals			927		\$28,210,182
Tiny Home Village (THV)					
Roadmap	1	Cypress Park 499 San Fernando Dr.	100	\$55	\$2,013,000
Roadmap	2	11471 Chandler Blvd.	75	\$55	\$1,509,750
Roadmap	2	12600 Saticoy	150	\$55	\$3,019,500
Roadmap	2	6099 Laurel Canyon Blvd.	200	\$55	\$4,026,000
Roadmap	3	19040 Vanowen aka 6700 Vanalden	101	\$55	\$2,033,130
Roadmap	3	6073 N Reseda Blvd aka Topham	148	\$55	\$2,979,240
Roadmap	6	9710 San Fernando Rd.	161	\$55	\$3,240,930
Roadmap	13	1455 Alvarado St. (Single Occupancy)	43	\$55	\$865,590
Roadmap	13	2301 W 3rd St. (Single Occupancy)	64	\$55	\$1,288,320
Roadmap	14	7570 N. Figueroa St.	93	\$55	\$1,872,090
Roadmap	14	Arroyo Drive at Ave 60	224	\$55	\$4,509,120
Roadmap	14	850 N. Mission Rd.	144	\$55	\$2,898,720
Roadmap	15	1221 S. Figueroa Place aka Harbor Park	75	\$55	\$1,509,750
Tiny Home Village (THV) Subtotals			1,578		\$31,765,140
Safe Parking					
General Fund	1	Glassell Park Senior Citizen Center	20	\$30	\$219,600

Attachment 2: FY 2023-24 Interim Housing Funding, Number of Beds, and Bed Rates

Program Type	Council District	Site Name/ Address	No. of Beds	FY 2023-24 Bed Rate	FY 2023-24 Funding
General Fund	1	Central City Neighborhood Partners	20	\$30	\$219,600
General Fund	3	West Valley Regional Branch Library	25	\$30	\$274,500
Roadmap	3	7128 Jordan Ave	25	\$30	\$274,500
General Fund	5	National Safe Parking	19	\$30	\$208,620
General Fund	6	Department of Public Social Services Van Nuys Safe Parking	20	\$30	\$219,600
Roadmap	9	1501 S Figueroa Street	30	\$30	\$329,400
Roadmap	9	4301 S Central Ave	10	\$30	\$109,800
Roadmap	11	11339 Iowa Ave	25	\$30	\$274,500
Roadmap	11	5455 E. 111th Street	50	\$30	\$549,000
Roadmap	12	8775 Wilbur Ave.	20	\$30	\$219,600
Roadmap	13	1033 Cole Ave.	20	\$30	\$219,600
Roadmap	15	19610 S. Hamilton Ave	25	\$30	\$274,500
Roadmap	15	711 S. Beacon St.	30	\$30	\$329,400
Safe Parking Subtotals			339		\$3,722,220
GRAND TOTAL			6,006		\$134,293,273

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15 Attorneys for Defendant
16 COUNTY OF LOS ANGELES

17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

19
20 LA ALLIANCE FOR HUMAN
21 RIGHTS, et al.,
22 Plaintiffs,
23 v.
24 CITY OF LOS ANGELES, et al.,
25 Defendants.
26

CASE NO. 2:20-cv-02291 DOC (KES)
COUNTY OF LOS ANGELES’
FIRST STATUS REPORT
PURSUANT TO SETTLEMENT
AGREEMENT

Assigned to the Hon. David O. Carter
and Magistrate Judge Karen E. Scott

1 Pursuant to the Settlement Agreement between LA Alliance for Human
2 Rights and other plaintiffs (collectively, “Plaintiffs”), and the County of
3 Los Angeles (“County”) and its addendums [Dkt. 646], the County hereby submits
4 its first Quarterly Report pursuant to section D.9 of the Plaintiffs/County settlement.

5 **I. INTRODUCTION**

6 The County has met or exceeded the milestones in the settlement agreement
7 and addenda. These are more than just benchmarks towards compliance with the
8 terms of the Plaintiffs/County settlement. The County’s achievements reflect the
9 infusion of much-needed additional resources to address homelessness with targeted
10 support and services for the most vulnerable and chronically unhoused people
11 experiencing homelessness (“PEH”) within the City and County of Los Angeles.

12 **II. KEY ACHIEVEMENTS**

13 **A. The County’s Support For Plaintiffs’ Settlement With The City**

14 This litigation prompted the County and City to collaborate on an
15 unprecedented level to lift people out of homelessness permanently.

16 The County is supporting the settlement between Plaintiffs and the City of
17 Los Angeles (“City”) pursuant to section D.1 of the Plaintiffs/County settlement. In
18 particular, the County committed to funding a suite of wraparound services at the
19 interim and permanent housing units created by the City pursuant to the
20 Plaintiffs/City settlement. On January 16, 2024, the City submitted its Quarterly
21 Status Report in which it reported the existence of over 2,800 new shelter units that,
22 as of the end of last year, have served over 2,600 PEH. [Dkt. 660-1.]

23 In support of the Plaintiffs/City settlement, the County is devoting significant
24 resources to the City’s new interim and permanent housing projects. The County’s
25 social service workers visit the designated projects to connect eligible residents with
26 available benefits to which they are entitled, including public assistance (i.e.,
27 General Relief, CalFresh, Medi-Cal, Social Security Income, Social Security
28 Disability Insurance, and veterans’ benefits) and mental health and Substance Use

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1 Disorder (“SUD”) treatment (i.e., education, screening, linkage/referrals,
2 transportation, early intervention workshops, and more).

3 This is an extension of the County’s robust commitment to supporting our
4 most vulnerable residents in the City and County of Los Angeles. In total, the
5 County funds programs for housing and social services to individuals and families
6 who are experiencing homelessness, formerly homeless or at-risk of homelessness
7 in Los Angeles County through multiple County departments—Children and Family
8 Services, Health Services (“DHS”), Mental Health (“DMH”), Public Health
9 (“DPH”), Public Social Services (“DPSS”), Economic Opportunity, Sheriff’s
10 Department, Probation, and Public Defender—and the Los Angeles County
11 Development Authority and the Los Angeles Homeless Services Authority
12 (“LAHSA”), a joint powers authority of the County and the City. These programs
13 target myriad factors that contribute to homelessness and provide a variety of
14 services to which PEH may be eligible. Subject matter experts agree that only the
15 combination of shelter *and* supportive services will bring meaningful relief to PEH
16 and help them transition out of homelessness.

17 The City was not able to provide the County with information on City-funded
18 outreach teams’ access, including contacts or service requests made to the DMH,
19 DHS, DPSS, and DPH. The City does not currently capture this information. The
20 City funds LAHSA to administer and staff outreach teams. As such, the City
21 referred the County to LAHSA. While LAHSA’s homeless data system, Homeless
22 Management Information System (“HMIS”), captures general information on types
23 of referrals made by outreach workers (interim housing, showers/hygiene services,
24 transportation, access center, mental health services, etc.), it does not capture
25 information on what agency the referral was made to or how the referral was
26 transmitted to the agency. To be responsive to this reporting requirement in future
27 quarterly reports, the City, the County, and LAHSA are establishing a working
28 group to identify modifications that can be made to HMIS to capture specific

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1 referral-related information and to develop a training plan to train outreach workers
2 on the use of the new HMIS data fields.

3 Attached is a chart reflecting the County’s provision of supportive services to
4 the City’s interim housing projects. *See* Exhibit A1 (County Provision of
5 Supportive Services for City Interim Housing and Permanent Supportive Housing
6 for City’s Reporting Period Ending September 30, 2023). Also attached is a chart
7 reflecting the County’s provision of supportive services to the City’s permanent
8 housing project. *See* Exhibit A2 (County Provision of Supportive Services for City
9 Interim Housing and Permanent Supportive Housing for City’s Reporting Period
10 Ending September 30, 2023).

11 These efforts are on top of the County’s commitment of up to \$293 million
12 under the June 2020 Memorandum of Understanding [Dkt. 136, 185] to provide
13 6,700 beds and supportive services and other resources for PEH residing near
14 freeways, those 65 years and older in the City, and other vulnerable PEH within the
15 City. The County has reported on its work under the freeway deal in periodic
16 reports to the Court. [Dkt. 342, 356, 357, 364, 373.] The County has fully met its
17 obligations.

18 **B. Beds Available To County Outreach Teams**

19 The County is using its reasonable best efforts to ensure County outreach
20 teams (including the increased MDT and HOME teams referenced below) have
21 access to County high service need interim housing beds for PEH in the City,
22 pursuant to section D.2 of the Plaintiffs/County settlement. *See* Exhibit B (High
23 Service Need Interim Housing Beds Available to County Outreach Teams Quarterly
24 Report for the Period Ending December 31, 2023).

25 **C. Mental Health/Substance Use Disorder Beds**

26 The County has brought online over 900 mental health/substance use disorder
27 beds by December 31, 2023, pursuant to section D.3a of the Plaintiffs/County
28 settlement. The County has surpassed the 600-bed minimum provided for in the

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1 settlement agreement by 50 percent. The mental health/substance use disorder beds
2 include a mix of acute, sub-acute, and interim housing beds to accommodate the
3 diversity of unhoused clients’ clinical needs. The attached chart reflects beds that
4 continue to be open and operational. *See* Exhibit C (Mental Health/Substance Use
5 Disorder Beds Quarterly Report for the Period Ending December 31, 2023).

6 **D. Enriched Residential Care for Adult Residential Facilities (“ARF”)**
7 **and Residential Care Facilities for the Elderly (“RCFEs”) Beds**

8 The County has been able to make available over 100 new subsidies for
9 enriched residential care at ARF and RCFEs (“board and care”) beds by December
10 31, 2023, pursuant to section D.3b of the Plaintiffs/County settlement. The County
11 has provided more than double the 40 subsidies provided for in the settlement
12 agreement.

13 Board and care facilities provide housing, meals, and 24/7 assistance with
14 activities of daily living. In addition, DMH provides mental health services to their
15 clients living in licensed residential care facilities as an enhancement to the board
16 and care supportive services. For these reasons, this program is a vital housing
17 resource for the County’s vulnerable population with serious mental illness. This
18 valuable housing resource is often utilized by individuals who are also homeless or
19 at risk of homelessness and need care and supervision to maintain housing.

20 The state sets the rate that owners of board and care facilities can charge for
21 individuals that receive Supplemental Security Income, and given the low rate set by
22 the State, many board and care facilities have closed over the past five years. The
23 County’s subsidies supplement those rates with local funds, helping to keep
24 facilities in operation and thereby preserving this housing opportunity for many of
25 the County’s most vulnerable residents. Moreover, the subsidies help create flow
26 from higher levels of care and help to eliminate the strain on vital resources
27 elsewhere posed by closures, such as worsening backlogs for people in jails,
28

1 hospitals or locked psychiatric facilities waiting for housing in the community. *See*
2 Exhibit D (Enriched Residential Care for ARF and RCFE Beds).

3 **E. Multi-Disciplinary Teams And Homeless Outreach Mobile**

4 **Engagement Teams**

5 The County has 34 Multi-Disciplinary Teams (“MDTs”) and 8 Homeless
6 Outreach and Mobile Engagement (“HOME”) teams, pursuant to sections D.4 and
7 D.5 of the Plaintiffs/County settlement. These teams serve PEH within the City of
8 Los Angeles, and have been assigned to areas on a proportional basis that tracks the
9 geographic distribution of PEH reflected in the LAHSA Point-In-Time Count in
10 order to address the greatest need.

11 MDTs are deployed by the DHS and are comprised of individuals with
12 specialized training and expertise as health professionals, mental health specialists,
13 substance abuse counselors, and case managers, as well as someone with lived
14 experience with homelessness, who provide outreach and engagement 7 days a week
15 to connect PEH with complex health and/or behavioral conditions to housing,
16 supportive services, and sources of income. HOME teams are deployed by the
17 DMH, and are field-based teams that provide outreach and engagement services in
18 addition to specialty mental health treatment (e.g., intensive case management,
19 psychotropic medication and crisis intervention) to PEH who have a serious mental
20 illness, with the goal of linking them to ongoing mental health services, intensive
21 case management, and permanent housing. The increased numbers were in direct
22 response to the current unsheltered population, as determined by the latest point-in-
23 time count.

24 Although the MDTs also have a mental health component, the HOME teams
25 are frequently called upon to engage and assess PEH in the throes of mental health
26 crisis. HOME teams do more than just connect PEH with care providers; they bring
27 the care—including medication—to PEH on the streets to eliminate barriers to
28 access. The HOME teams are based on an innovative individualized treatment

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1 model that depends on nurturing a deep bond and trust with their mobile clients,
2 with the ultimate goal of stabilizing individuals enough that they feel comfortable
3 accepting the County’s housing opportunities. It can take weeks or longer to reach
4 that point, but HOME teams remain connected with patients regardless of their
5 geography to foster the connection that ultimately drives successful treatment and
6 positive housing outcomes for patients. For example, over the two years prior to the
7 settlement, HOME teams served upwards of 1,000–1,500 unique individuals,
8 rendering 3,500–4,000 services per month.

9 The MDTs and HOME teams have offered invaluable support for the
10 County’s and City’s ongoing encampment resolution programs.

11 **F. Partnership On City- and County-Owned Land**

12 As part of the ongoing collaborative approach between the County and the
13 City on homelessness issues, there are ongoing discussions about how City- and
14 County-owned land could play a role in addressing the needs of PEH in the City and
15 County of Los Angeles, pursuant to section D.6 of the Plaintiffs/County settlement.

16 **G. Advocacy Efforts For PEH With Serious Mental Illness or SUD**

17 The County has diligently worked on identifying additional state and federal
18 funding for programs for PEH suffering from serious mental illness and/or SUD,
19 pursuant to sections D.7 and D.8 of the Plaintiffs/County settlement.

20 The Department of Public Health, Substance Abuse Prevention and Control
21 Bureau (DPH-SAPC) is working with the State of California to make residential
22 treatment stays subject to reimbursement through the Medi-Cal program. The goal
23 is for DPH-SAPC’s network of SUD residential treatment providers to have
24 increased funding for continued stays when the patient elects to continue receipt of
25 treatment services. This increased funding for longer stays in residential treatment
26 programs should result in fewer clients being discharged and returning to
27 unsheltered homelessness. DPH-SAPC is also advocating to expand access to
28 medications for addiction treatment by adding prescribers to the staffing structure of

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1 outpatient and residential treatment programs. DPH-SAPC is diligently working to
2 increase Behavioral Health Bridge Housing beds in the City and County of Los
3 Angeles, as well as enhanced housing navigation services. DPH-SAPC is also
4 pursuing additional funding for overdose prevention and response activities,
5 including medications for addiction treatment for opioid, alcohol, stimulant,
6 cannabis, and tobacco use disorders, linkage and retention to treatment services,
7 street-based testing of drugs and paraphernalia, healthcare workforce-based
8 education in harm reduction, safer prescribing of controlled substances, and
9 substance use treatment.

10 DMH continued its ongoing advocacy of the federal government to access
11 Medicaid funding in order for the County to expand its network of specialty mental
12 health services. DMH is supporting the State of California’s efforts to receive
13 matching federal Medicaid dollars for short-term stays in mental health treatment
14 facilities. Current federal regulations prohibit the County from receiving Medicaid
15 reimbursement for residential treatment in facilities that provide mainly mental
16 health treatment and have more than 16 beds. This federal policy severely limits the
17 financial viability of local residential treatment centers, thereby restricting the
18 availability of residential treatment beds for DMH’s most severely ill clients,
19 including those who are experiencing homelessness.

20 People in our community experience severe mental illness and may not
21 receive regular help, often resulting in homelessness and substance use. DMH is
22 leading the County’s implementation of programs under the Community Assistance,
23 Recovery and Empowerment (CARE) Act. The CARE Act creates a civil court
24 process where qualifying individuals or entities can petition the court to help
25 connect eligible individuals suffering from severe mental illness to a broad array of
26 services, including mental health and housing services. DMH is seeking additional
27 state funding to facilitate the County’s effective implementation of the CARE Act.
28

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1 **H. Increased Transparency**

2 The County is in the process of identifying all contracts whose billings and
3 invoices will be made accessible to the public from October 2023 onward relating to
4 provider services connected to the County’s settlement agreement, pursuant to
5 section D.9 of the Plaintiffs/County settlement. Some billings and invoices are in
6 arrears and not yet available to the County. To ensure that the public release of
7 information does not jeopardize the privacy of any individuals, including data that
8 are restricted by contract or information protected by law, the County will work with
9 legal counsel to redact sensitive and protected information from the billings and
10 invoices before being published.

11 **III. CONCLUSION**

12 As set forth herein, the County has complied fully with its obligations under
13 the Plaintiffs/County settlement, and will continue to meet or exceed the milestones
14 in connection with the next reporting period.

16 DATED: January 30, 2024

MILLER BARONDESS, LLP

19 By: /s/ Mira Hashmall
20 MIRA HASHMALL
21 Attorneys for Defendant
22 COUNTY OF LOS ANGELES
23
24
25
26
27
28

EXHIBIT A1

Supportive Services for City Interim Housing

**County Provision of Supportive Services for City Interim Housing and Permanent Supportive Housing for City's
Reporting Period Ending September 30, 2023
Quarterly Report (For the Period Ending December 31, 2023)**

Interim Housing					
Address / Location	Beds / Available to PEH	Services Provided			
		Department of Public Social Services*	Department of Health Services - Countywide Benefits Enrollment Services Team**	Department of Mental Health***	Department of Public Health - Substance Abuse Prevention and Control****
Highland Gardens 7047 Franklin Ave., Los Angeles, CA 90028	143	Site visit and client services to commenced.	Site visit and client services to commenced.	Site visit and client services to commenced.	Site visit and client services to commenced.

***Department of Public Social Services**

Assistance with General Relief, CalFresh, and Medi-Cal; Verification of benefits and case review; Electronic Benefit Transfer card issuance.

****Department of Health Services - Countywide Benefits Enrollment Services Team**

Assistance with securing Supplemental Security Income, Social Security Disability Insurance, Cash Assistance Program for Immigrants, retirement, and veteran's benefits.

*****Department of Mental Health**

Outreach and engagement, referrals and linkages to mental health services.

******Department of Public Health - Substance Abuse Prevention and Control**

Outreach and engagement, Substance Use Disorder (SUD) education, SUD screening, appointment scheduling, service navigation and linkages to needed ancillary services, transportation support to SUD appointments, early intervention workshops for clients engaged in high risk behavior at risk of SUD.

EXHIBIT A2

**County Supportive
Services for City
Permanent Housing**

**County Provision of Supportive Services for City Interim Housing and Permanent Supportive Housing for
City's Reporting Period Ending September 30, 2023
Quarterly Report (For the Period Ending December 31, 2023)**

Permanent Supportive Housing *				
Address / Location	Total Units	Permanent Supportive Housing Units	Units with Intensive Case Management Services (ICMS)**	Total Clients Receiving ICMS During Reporting Period
Washington View Apartments 720 W WASHINGTON BLVD Los Angeles, CA 90015	122	91	91	93
PATH Villas Montclair/Gramercy (Recap-Site 2 of 2) 3317 W WASHINGTON BLVD Los Angeles, CA 90018	17	16	16	15
Chesterfield 4719 S NORMANDIE AVE Los Angeles, CA 90037	43	42	42	45
HIFI Collective 3200 W TEMPLE ST Los Angeles, CA 90026	64	58	63	62
Adams Terrace 4314 W ADAMS BLVD Los Angeles, CA 90018 4347 W ADAMS BLVD Los Angeles, CA 90018	86	43	44	43
Bell Creek Apartments 6940 N OWENSMOUTH AVE Canoga Park, CA 91303	80	41	41	42
LAMP Lodge 660 S STANFORD AVE Los Angeles, CA 90021	82	81	81	82
Silva Crossing (fka Link at Sylmar) 12667 SAN FERNANDO ROAD Sylmar, CA 91342	56	55	55	55
Berendo Sage 1035 S BERENDO ST LOS ANGELES, CA 90006	42	21	21	21
Amani Apartments (fka Pico) 4200 W PICO BLVD Los Angeles, CA 90019	54	53	53	53
Hope on Broadway 5138 S BROADWAY Los Angeles, CA 90037	49	48	48	49
6521 Brynhurst	41	40	20	20
740 Alvarado	80	79	40	40
5050 Pico	79	78	36	37
Firmin Court 418 N FIRMIN ST Los Angeles, CA 90026	64	45	45	51
10150 Hillhaven	34	33	17	16
Reseda Theater Senior Housing (Canby Woods West) 7221 N CANBY AVE Reseda, CA 91335	26	13	13	13
14949 Roscoe	31	29	15	10
Watts Works 9500 S COMPTON AVE Los Angeles, CA 90002	25	24	24	24
11010 Santa Monica 11010 W SANTA MONICA BLVD Los Angeles, CA 90025	51	50	25	26
Ambrose (fka 1615 Montana St.) 1611 W MONTANA ST Los Angeles, CA 90026	64	63	63	62
Vermont Corridor Apartments (fka 433 Vermont Apts) 433 S VERMONT AVE Los Angeles, CA 90020	72	36	36	38
Depot at Hyde Park 6527 S CRENSHAW BLVD Los Angeles, CA 90043	43	33	33	34
Ingraham Villa Apartments 1218 INGRAHAM ST LOS ANGELES, CA 90017	121	90	90	91
Talisa (fka 9502 Van Nuys Blvd) 9502 N VAN NUYS BLVD Panorama City, CA 91402	49	48	48	48
Asante Apartments 11001 S BROADWAY Los Angeles, CA 90061	55	54	54	54
West Terrace (fka Silver Star II) 6576 S WEST BLVD LOS ANGELES, CA 90043	64	56	56	58
PATH Villas Hollywood 5627 W FERNWOOD AVE HOLLYWOOD, CA 90028	60	59	59	59

Address / Location	Total Units	Permanent Supportive Housing Units	Units with Intensive Case Management Services (ICMS)**	Total Clients Receiving ICMS During Reporting Period
Broadway Apartments 301 W 49TH ST 1-30 LOS ANGELES, CA 90037	35	34	34	38
Hope on Hyde Park - MP/TOC/PSH 6501 S CRENSHAW BLVD Los Angeles, CA 90043	98	97	40	40
7639 Van Nuys	35	34	31	29
Mariposa Lily 1055 S MARIPOSA AVE Los Angeles, CA 90006	41	20	20	21
Sun Commons 6329 N CLYBOURN AVE North Hollywood, CA 91606	103	51	51	52
West Third Apartments 1900 W 3RD ST Los Angeles, CA 90057	137	136	136	148
1044 Soto	85	84	84	86
Pointe on La Brea 849 N LA BREA AVE CA 90038	50	49	49	52
6th and San Julian 401 E 6TH ST Los Angeles, CA 90014	94	93	93	99

*This report does not include PSH Veteran units reported by the City as these units are supported by HUD/Veterans Affairs supportive housing program.

** Intensive Case Management Services (ICMS) includes outreach and engagement; intake and assessment; housing navigation; housing case management; housing stabilization; connections to emergency financial assistance to avoid evictions; linkages to health, mental health, and substance use disorder services; benefits establishment; vocational assistance; etc.

EXHIBIT B

High Service Need Beds Available to County Outreach Teams

**High Service Need Interim Housing Beds Available to County Outreach Teams
Quarterly Report (For the Period Ending December 31, 2023)**

Type of Team Making Referral	Total Referrals Received	Referrals Accepted (Client Placed)	Referrals Accepted (Pending Placement)	Referrals Rescinded*	Referrals Triaged to LAHSA Interim Housing	Referrals to Higher Level of Care	Incomplete Application - Pending Information from Referrer
DHS Outreach Team	139	99	1	24	3	4	8
DMH Outreach Team	10	10					
Total	149	109	1	24	3	4	8

*"Referrals Rescinded" means referrals that were canceled by the referring outreach team. Reasons for rescinding the referral include client placed in alternate interim housing, became permanently housed, left the area, outreach team is unable to locate the participant, etc.

EXHIBIT C

**Mental Health/
Substance Use
Disorder Beds**

**Mental Health/Substance Use Disorder Beds
Quarterly Report (For the Period Ending December 31, 2023)**

PROVIDER NAME	NO. OF BEDS DEVELOPED/ CONTRACTED	DATE AVAILABLE
SIERRA VISTA	4	7/1/2022
CALIFORNIA PSYCHIATRIC TRANSITIONS	10	7/1/2022
STONE POINT MEDICAL SNF	35	7/1/2022
TELECARE RANCHO CITRUS HOUSE	16	10/3/2022
LAS ENCINAS	10	12/1/2022
LACADA SAFE HAVEN	16	12/1/2022
SPECIAL SERVICE FOR GROUPS, INC.	16	12/1/2022
TELECARE CORPORATION	16	12/12/2022
TELECARE CORPORATION	16	12/12/2022
STARS BEHAVIORAL HEALTH GROUP	16	2/6/2023
STARS BEHAVIORAL HEALTH GROUP	16	3/22/2023
STARS BEHAVIORAL HEALTH GROUP	16	5/17/2023
STARS BEHAVIORAL HEALTH GROUP	16	6/14/2023
LAS ENCINAS	15	7/1/2023
MISSION COMMUNITY HOSPITAL	20	7/1/2023
PACIFICA HOSPITAL OF THE VALLEY	10	7/1/2023
GENERATIONS - ANBERRY SNF	10	7/1/2023
GENERATIONS - HORIZON SNF		
SPECIAL SERVICE FOR GROUPS, INC. (SSG)	40	7/8/2023
PACIFICA HOSPITAL OF THE VALLEY URGENT CARE CLINIC	8	8/1/2023
COAST PLAZA HOSPITAL	37	8/7/2023
SPECIAL SERVICE FOR GROUPS, INC. (SSG)	56	9/1/2023
SPECIAL SERVICE FOR GROUPS, INC. (SSG)	15	9/18/2023
DEL AMO HOSPITAL	18	10/11/2023
STARS BEHAVIORAL HEALTH GROUP: CENTRAL STAR LAGMC CRTP	16	10/30/2023
HOLLYWOOD WALK OF FAME HOTEL	20	11/20/2023
CASA DE LAS AMIGAS	5	7/1/2022
BEACON HOUSE ASSOCIATION OF SAN PEDRO (THE)	15	7/13/2022
BEACON HOUSE ASSOCIATION OF SAN PEDRO (THE)	12	7/13/2022
BEACON HOUSE ASSOCIATION OF SAN PEDRO (THE)	14	7/13/2022
BEIT T'SHUVAH	10	7/13/2022
CRI-HELP, INC.	14	7/13/2022
DIVINE HEALTHCARE SERVICES, INC.	5	7/13/2022
DIVINE HEALTHCARE SERVICES, INC.	4	7/13/2022
EXODUS RECOVERY INC.	8	7/13/2022
FRED BROWN'S RECOVERY SERVICES, INC.	6	7/13/2022
GRANDVIEW FOUNDATION, INC.	4	7/13/2022
GRANDVIEW FOUNDATION, INC.	6	7/13/2022
HEALTHRIGHT 360	24	7/13/2022
HOUSE OF HOPE FOUNDATION, INC.	2	7/13/2022
HOUSE OF HOPE FOUNDATION, INC.	6	7/13/2022
HOUSE OF HOPE FOUNDATION, INC.	4	7/13/2022
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	20	7/13/2022
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	20	7/13/2022
SAFE REFUGE (ORIGINAL NAME: SUBSTANCE ABUSE FOUNDATION OF LONG BEACH, INC.)	10	7/13/2022
SAFE REFUGE (ORIGINAL NAME: SUBSTANCE ABUSE FOUNDATION OF LONG BEACH, INC.)	6	7/13/2022
SAFE REFUGE (ORIGINAL NAME: SUBSTANCE ABUSE FOUNDATION OF LONG BEACH, INC.)	2	7/13/2022

PROVIDER NAME	NO. OF BEDS DEVELOPED/ CONTRACTED	DATE AVAILABLE
SAFE REFUGE (ORIGINAL NAME: SUBSTANCE ABUSE FOUNDATION OF LONG BEACH, INC.)	2	7/13/2022
SOCIAL MODEL RECOVERY SYSTEMS, INC.	1	7/13/2022
SOCIAL MODEL RECOVERY SYSTEMS, INC.	1	7/13/2022
SOCIAL MODEL RECOVERY SYSTEMS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	6	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	6	7/13/2022
TARZANA TREATMENT CENTERS, INC.	2	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
TARZANA TREATMENT CENTERS, INC.	1	7/13/2022
FRED BROWN'S RECOVERY SERVICES, INC.	1	7/14/2022
FRED BROWN'S RECOVERY SERVICES, INC.	9	7/15/2022
FRED BROWN'S RECOVERY SERVICES, INC.	1	7/16/2022
FRED BROWN'S RECOVERY SERVICES, INC.	5	7/17/2022
FRED BROWN'S RECOVERY SERVICES, INC.	1	7/18/2022
FRED BROWN'S RECOVERY SERVICES, INC.	1	7/19/2022
LAKE HUGHES RECOVERY	100	8/17/2022
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	6	11/15/2022
SADLER HEALTHCARE, INC.	5	12/1/2022
SADLER HEALTHCARE, INC.	15	12/1/2022
FRED BROWN'S RECOVERY SERVICES, INC.	1	4/11/2023
FRED BROWN'S RECOVERY SERVICES, INC.	1	4/11/2023
JWCH INSTITUTE, INC.	10	7/1/2023
JWCH INSTITUTE, INC.	12	7/1/2023
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	2	7/1/2023
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	6	7/1/2023
CLARE FOUNDATION, INC.	5	7/25/2023
FRED BROWN'S RECOVERY SERVICES, INC.	6	11/29/2023
VOLUNTEERS OF AMERICA OF LOS ANGELES	12	11/29/2023
DIVINE HEALTHCARE SERVICES, INC.	12	11/29/2023
FRED BROWN'S RECOVERY SERVICES, INC.	10	11/29/2023
TARZANA TREATMENT CENTERS, INC.	7	11/29/2023
	921	

EXHIBIT D

**Enriched Residential
Care for ARF and
RCFE Beds**

Enriched Residential Care for ARF and RCFE Beds Quarterly Report (For the Period Ending December 31, 2023)

ARF/RCFE	
Total Referrals Received	259
Referrals Approved/Accepted	133

REFERRALS ACCEPTED			
NAME OF REFERRAL SOURCE	NAME OF FACILITY OF ARF/RCFE PLACEMENT	TYPE	MOVE IN DATE
San Fernando MHC	Amigo Home II	ARF	07/22/2023
SSG Alliance	Anand Care Center III	ARF	10/19/2023
DMH HOME Team	Anand Care Center III	ARF	12/21/2023
DMH HOME Team	Anew Dawn Adult Living	ARF	08/25/2023
DMH HOME Team	Anew Dawn Adult Living	ARF	10/17/2023
Hollywood MHC	Anew Dawn Adult Living	ARF	10/12/2023
DMH HOME Team	Anew Dawn Adult Living	ARF	12/13/2023
SSG Alliance	Anew Direction Adult Living	ARF	07/31/2023
Long Beach API	Anew Direction Adult Living	ARF	08/30/2023
Heritage Clinic	Bel Air Guest Home	ARF	08/25/2023
E.D. Edelman Westside MHC	Bel Air Guest Home	ARF	10/02/2023
Exodus Recovery	Bel Air Guest Home	ARF	11/27/2023
DMH HOME Team	Beverly Hills Senior Care	RCFE	10/04/2023
DMH HOME Team	Beverly Hills Senior Care	RCFE	12/01/2023
Social Recovery Model	Bonnie's Guest House	ARF	10/25/2023
Social Recovery Model	Bonnie's Guest House	ARF	11/17/2023
Pacific Clinics	Bonnie's Guest House	ARF	11/21/2023
DMH Costal API Gardena	Caremore Aid & Board Facility	ARF	10/05/2023
Genesis - Older Adult Programs	Carson Senior Assisted Living	RCFE	10/06/2023
SSG Alliance	Carson Senior Assisted Living	RCFE	11/01/2023
South Bay MHC	Chez Bon Guest Home	ARF	08/23/2023
Didi Hirsch MHC	Chez Bon Guest Home	ARF	10/24/2023
Pacific Clinics	Commonwealth Royal Guest Home	RCFE	09/18/2023
Asian Pacific Counseling and Treatment Center	El Molino Manor	ARF	12/26/2023
SSG Alliance	Fair Oaks Manor	ARF	07/23/2023
DMH - Public Guardian	Franks Adult Residential	ARF	10/02/2023
Telecare	Freda Home of Love 1	ARF	07/01/2023
Heritage Clinic	Grandview LLC	RCFE	08/21/2023
DMH - Public Guardian	Heritage Board & Care #1	ARF	12/07/2023
DMH HOME Team	Heritage Board & Care #1	ARF	11/07/2023
Coastal API	Heritage Board & Care #2	ARF	08/11/2023
Long Beach MHC	Heritage Board & Care #2	ARF	11/17/2023
Coastal API	Heritage Board & Care #3	ARF	08/09/2023
Coastal API	Heritage Board & Care #3	ARF	09/29/2023
DMH Costal API Gardena	Heritage Board & Care #4	ARF	09/20/2023
Asian Pacific Counseling and Treatment Center	Heritage Board & Care #4	ARF	09/20/2023
Long Beach MHC	Heritage Board & Care #4	ARF	11/02/2023
Downtown MHC	Highland Park Guest Home	ARF	08/14/2023

NAME OF REFERRAL SOURCE	NAME OF FACILITY OF ARF/RCFE PLACEMENT	TYPE	MOVE IN DATE
Northeast MHC	Highland Park Guest Home	ARF	09/01/2023
Heritage Clinic	Ivan Banner B&C	RCFE	12/01/2023
Heritage Clinic	Ivan Banner B&C	RCFE	11/03/2023
Pacific Asian Counseling Services	Leisure Garden	RCFE	07/04/2023
Tessie Cleveland	Lifestyle Board and Care	ARF	09/22/2023
South Bay MHC	Lifestyle Board and Care	ARF	09/21/2023
DMH HOME Team	Lifestyle Board and Care	ARF	10/12/2023
Compton FSP/DMH	Lone Star Board and Care - Crenshaw	ARF	07/26/2023
DMH Compton Family MHC	Lone Star Board and Care - Crenshaw	ARF	08/15/2023
JWCH Institute	Lone Star Board and Care - Crenshaw	ARF	11/27/2023
Pacific Asian Counseling Services	Lone Star Long Beach Residential	ARF	10/16/2023
Mental Health America of Los Angeles	Long Beach Residential	ARF	07/20/2023
SSG Alliance	Long Beach Residential	ARF	10/02/2023
Long Beach MHC	Long Beach Residential	ARF	09/29/2023
SSG Alliance	Long Beach Residential	ARF	10/17/2023
SSG Alliance	Mountain View Board and Care	ARF	10/11/2023
DMH HOME Team	Olive Tree Home	RCFE	08/09/2023
Pacific Asian Counseling Services	Olivia Isabel Manor	ARF	10/19/2023
DMH HOME Team	Orange Community Care	ARF	10/12/2023
Gateways	Parkview Manor	ARF	09/05/2023
SOCIAL MODEL RECOVERY SYSTEMS	Pasa Alta Manor	ARF	08/15/2023
East San Gabriel Valley MHC	Pasa Alta Manor	ARF	10/11/2023
Asian Pacific Counseling and Treatment Center	Pasa Alta Manor	ARF	11/21/2023
East San Gabriel Valley MHC	Pasadena Guest Home	ARF	08/01/2023
East San Gabriel Valley MHC	Pasadena Guest Home	ARF	09/05/2023
East San Gabriel Valley MHC	Pasadena Guest Home	ARF	09/05/2023
Heritage Clinic	Pasadena Villa Senior Living	RCFE	11/15/2023
DMH HOME Team	Pasadena Villa Senior Living	RCFE	12/11/2023
DMH HOME Team	Pico Rivera Gardens Adult Residential Facility	ARF	11/16/2023
Compton Family Mental Health	Quincy Manor	ARF	08/07/2023
Compton Family Mental Health	Quincy Manor	ARF	09/11/2023
Compton Family Mental Health	Quincy Manor	ARF	08/25/2023
Barbour Floyd	Raechelle Care Home	ARF	10/13/2023
Downtown MHC	Raechelle Care Home	ARF	07/17/2023
DMH - Public Guardian	Raechelle Care Home	ARF	10/11/2023
E.D. Edelman Westside MHC	Raechelle Care Home	ARF	10/02/2023
Long Beach API	Ramona Guest Home	ARF	09/21/2023
Augustus Hawkins MHC	Safeguard Residential Home	ARF	09/05/2023
Scharp	Safeguard Residential Home	ARF	11/15/2023
Pacific Clinics	Springfield Manor	ARF	11/15/2023
San Fernando Valley Community	Sunland Manor Inc.	ARF	09/06/2023
E.D. Edelman Westside MHC	The Manor	ARF	07/19/2023
E.D. Edelman Westside MHC	The Manor	ARF	07/20/2023
Didi Hirsch MHC	The Manor	ARF	11/01/2023
Didi Hirsch MHC	The Manor	ARF	10/31/2023
Pacific Asian Counseling Services	The Manor	ARF	12/04/2023
DMH - Enhanced Care Management (ECM)	Topanga West Guest Home	ARF	11/07/2023
San Fernando MHC	Topanga West Guest Home	ARF	11/02/2023
San Fernando MHC	Topanga West Guest Home	ARF	11/27/2023
DMH HOME Team	Triumphant Elderly Care LLC	RCFE	08/22/2023

NAME OF REFERRAL SOURCE	NAME OF FACILITY OF ARF/RCFE PLACEMENT	TYPE	MOVE IN DATE
San Fernando MHC	Triumphant Elderly Care LLC	RCFE	10/01/2023
ASC Treatment Group Anne Sippi Clinic	Valley Manor Guest Home	ARF	10/19/2023
Heritage Clinic	Valley View Retirement Center	RCFE	10/13/2023
SSG Alliance	Villa Flora	ARF	10/09/2023
SSG Alliance	Villa Luren	ARF	07/24/2023
Compton Family Mental Health	Walker's Care	ARF	08/18/2023
SSG Alliance	Westside Manor	ARF	10/24/2023
Coastal API	Wilmington Gardens	ARF	08/02/2023
SSG Alliance	Windsor Hall	ARF	07/25/2023
Didi Hirsch MHC	Wyngate Villa Gardens	RCFE	10/23/2023
Prevent Homelessness Promote Health (PH2)	Anew Dawn Adult Living	ARF	04/25/2023
DMH HOME Team	Anew Dawn Adult Living	ARF	04/19/2023
DMH HOME Team	Anew Dawn Adult Living	ARF	05/01/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	04/20/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	05/10/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	05/26/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	05/09/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	06/06/2023
DMH HOME Team	Anew Dawn Adult Living	ARF	06/07/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	06/23/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	06/30/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	09/21/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	07/28/2023
Hollywood 2.0/Cooperative	Beverly Hills Senior Care	RCFE	09/22/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	07/13/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	09/27/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	08/01/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	08/02/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	08/08/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	08/07/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	08/14/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	08/11/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	10/13/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	08/02/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	09/27/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	10/03/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	12/12/2023
Hollywood MHC	Raechelle Care Home	ARF	10/06/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	11/21/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	12/09/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	11/09/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	11/09/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	11/08/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	11/27/2023
Hollywood 2.0/Cooperative	Anew Dawn Adult Living	ARF	12/04/2023
TOTAL BEDS		133	

MOTION

HOUSING & HOMELESSNESS

New York City recently passed Local Law 35, which requires mental health professionals to be available in New York Department of Homeless Services shelters for families with children, requiring a ratio of one full-time mental health professional for every 50 families. This mandated service will provide early diagnosis, treatment, and referrals to emergency medical and psychiatric care providers for families and children experiencing homelessness. New York City, unlike the City of Los Angeles, directly oversees agencies that administer public health, medical, mental health, and homeless services, housing programs, and correctional programs; and is able to establish a minimum level of mental health services and require annual reporting of services offered and outcomes of participating New York City shelters.

For Los Angeles City, Federal and State law place the responsibility for providing mental health services and substance use disorder services, and other health programs, with Los Angeles County, with funding for these services distributed directly to the County. At the same, for Fiscal Year 2023-24, the City of Los Angeles is providing \$2,250,000 to bring on five additional County of Los Angeles Department of Health Services Multi-Disciplinary Teams and \$3,000,000 for street medicine teams to operate specifically within City boundaries. In addition, the Mayor has proposed to commit \$23,478,975 to a pilot substance use disorder treatment program, with \$7.8 million to be used to reimburse treatment providers, already contracted with the County, for additional time and services beyond what is currently provided by the County and/or by eligible benefits (e.g. Medi-Cal).

Over the course of nearly 60 years, the City has entered into several other agreements with the County, including the Joint Powers Agreement creating the Los Angeles Homeless Services Authority (LAHSA), and the Roadmap Agreement established through the United States District Court overseen by the Honorable Judge David O. Carter, which resulted in the City establishing and operationalizing more than 6,700 beds for people experiencing homelessness (PEH) in Los Angeles.

LA Alliance for Human Rights et al. v. City of Los Angeles et al. is a case that can reinforce the framework for the City to provide shelter and housing, while the County provides services to people experiencing homelessness. The settlement between the City of Los Angeles and the Plaintiffs from June 2022 establishes the City's commitment to create shelter and housing, and defines "City Shelter Appropriate PEH" as people who do not have serious mental illness and are not chronically homeless with a substance use disorder or chronic physical illness. By defining City Shelter appropriateness, the settlement inversely identifies populations that will require greater involvement from the County to care for: unsheltered higher-acuity individuals, individuals who are justice-involved, and the need to transition non-City Shelter Appropriate individuals currently in City shelters to County programs that meet their needs.

The September 12, 2022 Alliance Agreement of Terms signed by the City Administrative Officer and the Chief Executive Officer of the County, while non-binding, establishes services that the County is expected to provide related to specialized outreach teams. It also prioritizes City

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residents for placement in permanent supportive housing units and access to County Homeless Initiative-funded high service interim beds. While this Agreement of Terms has yet to be approved by the City Council and Mayor, it is worth pursuing as it sets minimum terms and expectations for County services while additional services are sought for non-City Shelter Appropriate PEH.

The implementation of this and any future plans will require assessments to be conducted of sheltered and unsheltered PEH to determine appropriate levels of care. It will also require an assessment of the City's contract with the County for the delivery of health, mental health, and substance use disorder services. A trauma-informed assessment tool to diagnose severe mental illness, substance use disorder, chronic physical illness or disability, and specific Mental Health/DSM-5 conditions e.g. hoarding disorder, schizophrenia, and psychotic disorders that can affect housing stability, will need to be developed.

I THEREFORE MOVE to INSTRUCT the City Administrative Office (CAO) and the Chief Legislative Analyst (CLA) to report on methodology to determine adequate level of service for people experiencing homelessness (PEH) in the City and assessment tools or methodology for prioritizing this population for City or County shelters and services.

I FURTHER MOVE to INSTRUCT the CAO and CLA to report on mechanisms and strategies to require a minimum level of health, mental health, and substance use disorder services to meet the needs of unsheltered PEH and at interim and permanent supportive housing sites in the City, with options for the City to receive funding directly from the State and Federal government to administer these services.

I FURTHER MOVE to INSTRUCT the CLA and the CAO, in consultation with the City Attorney, to review the contracts and agreements that stipulates conditions for the County to adhere to, and report on recommendations to renegotiate and/or to improve access to, increase the availability of, and expedite the delivery of health, mental health, and substance use disorder services in the City, and within the context of any future actions related to the LA Alliance settlement.

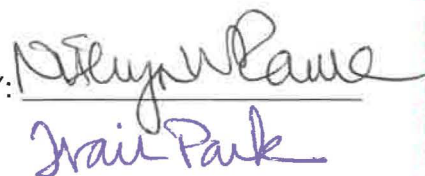
I FURTHER MOVE to INSTRUCT the CAO and REQUEST the City Attorney to provide regular updates to the City Council on the progress in amending the contracts between the City and the County for the delivery of healthcare, mental health, and substance use disorder services in the City and on the implementation of LA Alliance settlement discussions/agreement.

PRESENTED BY:



BOB BLUMENFIELD
Councilmember, 3rd District

SECONDED BY:



ORIGINAL

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21 CITY OF LOS ANGELES

22 UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA

24 LA ALLIANCE FOR HUMAN
25 RIGHTS, an unincorporated
26 association, JOSEPH BURK,
27 HARRY TASHDJIAN, KARYN
28 PINSKY, CHARLES MALOW,
CHARLES VAN SCOY, GEORGE
FREM, GARY WHITTER, and
LEANDRO SUAREZ, individuals,
Plaintiffs,

Plaintiffs,

v.

CITY OF LOS ANGELES, a
municipal entity; COUNTY OF LOS
ANGELES, a municipal entity; and
DOES 1 through 200 inclusive,
Defendants,

Defendants.

CASE NO. 2:20-CV-02291-DOC-KES

Assigned to Judge David O. Carter

**NOTICE OF PRELIMINARY
SETTLEMENT AGREEMENT AND
STIPULATION TO STAY
LITIGATION AS TO DEFENDANT
CITY OF LOS ANGELES ONLY**

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PLAINTIFFS LA Alliance for Human Rights and all individual plaintiffs, and
DEFENDANT City of Los Angeles, hereby notify the Court that a preliminary
agreement has been reached which would fully resolve this case as to Defendant City
only. Attached hereto as Exhibit A is a copy of the term sheet that has been reached
by and between the two parties. Plaintiffs and Defendant request the Court suspend
litigation as to the City only. Upon execution of a full settlement agreement, which
must be approved by the City Council and Mayor of Los Angeles, Plaintiffs and
Defendant will return to this Court seeking dismissal as to the City. Plaintiffs and
Defendant will work expeditiously and make all best efforts to have the full
settlement agreement finalized, including approval of all necessary parties and
entities, within four weeks of today’s date.

Dated: April 1, 2022

Respectfully submitted,

/s/ Elizabeth A. Mitchell
SPERTUS, LANDES & UMHOFFER, LLP
Matthew Donald Umhofer (SBN 206607)
Elizabeth A. Mitchell (SBN 251139)
Attorneys for Plaintiffs

Dated: April 1, 2022

/s/ Scott Marcus
Scott Marcus
Chief Assistant City Attorney
LOS ANGELES CITY ATTORNEY’S OFFICE
Attorneys for Defendant City of Los Angeles

*Filer’s Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(1), Elizabeth Mitchell hereby
attests that concurrence in the filing of this document and its contents was obtained
from all signatories listed above*

LA ALLIANCE v. CITY OF LA, ET AL

Case No. 20-CV-02291 DOC (KES) SETTLEMENT PROPOSAL TERM SHEET

The purpose of this Agreement between the LA Alliance and the City of Los Angeles is to substantially increase the number of housing and shelter opportunities in the City of Los Angeles, and to address the needs of everyone who shares public spaces and right of ways in Los Angeles, including both housed and unhoused Angelenos.

SETTLEMENT TERMS

1. Time Period

5 years (renewable upon joint request)

2. Housing and Shelter for City Shelter Appropriate

City will create sufficient shelter and/or housing to accommodate 60% of unsheltered persons experiencing homelessness within the City (“PEH”) (based on LAHSA’s 2022 Point In Time Count) who can reasonably be assisted by the City, meaning they do not have a serious mental illness, and are not chronically homeless and have a substance use disorder or chronic physical illness or disability requiring the need for professional medical care and support (typically individuals and households with low- or medium-acuity needs) (“City Shelter Appropriate”).¹ PEH or households who have a serious mental illness, are chronically homeless and have a substance use disorder or chronic physical illness or disability requiring the need for professional medical care and support, or whom the City cannot reasonably assist (typically those with medium- or high-acuity needs) will be referred to the County, including, but not limited to, the County Department of Mental Health (DMH), County Department of Health Services (DHS), County Department of Public Social Services (DPSS), or County Department of Public Health (DPH), for intervention, services, and housing, as appropriate.

City may choose, at its sole discretion, any housing or shelter solution, including but not limited to tiny homes; shared housing; purchased or master leased apartments, hotels/motels, or other buildings; congregate shelters; permanent supportive housing; rental assistance/rapid rehousing; family reunification; sprung structures or tents; safe parking; safe sleeping/camping; interim housing, including A Bridge Home beds; etc. The interventions may be government- or privately-funded as long as each offer is adequate for the individual.

¹ The parties recognize that the 2022 Point in Time (PIT) Count is still in progress, and agree to calculate the 60% number as information from the 2022 PIT Count is released and confirmed by the Los Angeles Homeless Services Authority (LAHSA). Acuity will be determined according to accepted industry standards, including through the use of an assessment tool, such as the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT, or other similar assessment tool such as the CES Survey Packet or Next Step Tool), by qualified outreach or clinical staff.

LA ALLIANCE v. CITY OF LA, ET AL

Case No. 20-CV-02291 DOC (KES) SETTLEMENT PROPOSAL TERM SHEET

City agrees to pursue an approach of equitably distributing housing and shelter facilities for PEH within the City.

City may provide incentives and/or benefits for Council Districts that create more housing or shelter opportunities than needed to accommodate 60% of City Shelter Appropriate unsheltered PEH in their districts.

3. Street Engagement

City will offer shelter or housing to persons experiencing homelessness in alignment with its Street Engagement Strategy and consistent with public regulation ordinances and constitutional precedents. No enforcement action shall be taken against any individual unless that individual has first been offered an opportunity for shelter or to relocate consistent with applicable statutes. City reserves the right, in its sole discretion, to revise or amend its Street Engagement Strategy, LAMC 41.18, or any similar ordinance, regulation, or protocol consistent with applicable constitutional precedents.

Council District-wide Engagement

Once there are sufficient opportunities to accommodate 60% of City Shelter Appropriate unsheltered PEH in a Council District, the City may provide notice that it intends to implement public regulation ordinances within that entire District as to individuals who decline an offer of shelter or decline to move to an alternative location. If a party files a written objection with the Court within five days of the notice, the Court shall schedule a status conference to take place within two days, or as soon as is practicable, to resolve the objection. If no objection is filed, or if the Court resolves the objection in favor of the City, City may apply public regulation ordinances within that District consistent with this Agreement. Even after the City creates adequate and appropriate housing and shelter opportunities for 60% of City Shelter Appropriate PEH in a Council District, no enforcement action shall be taken against any individual suspected of violating a public regulation ordinance unless that individual has first been offered adequate and appropriate shelter or housing or to relocate consistent with applicable statutes, except for time/manner/place regulations (such as LAMC 41.18 or similar ordinances) which may be enforced at any time.

City-wide Engagement

Once the City has sufficient opportunities to accommodate 60% of City Shelter Appropriate unsheltered PEH in the City, the City may provide notice that it intends to implement public regulation ordinances throughout the City as to individuals who decline an offer of shelter or decline to move to an alternative location. If any party files a written objection with the Court within five days of the notice, the Court shall schedule

LA ALLIANCE v. CITY OF LA, ET AL

Case No. 20-CV-02291 DOC (KES) SETTLEMENT PROPOSAL TERM SHEET

a status conference to take place within two days, or as soon as is practicable, to resolve the objection. If no objection is filed, or if the Court resolves the objection in favor of City, City may implement public regulation ordinances within City, consistent with this Agreement. Even after the City creates adequate and appropriate housing and shelter opportunities for 60% of the number of City Shelter Appropriate PEH within the City, no enforcement action shall be taken against any individual suspected of violating a public regulation ordinance unless that individual has first been offered adequate and appropriate shelter or housing or to relocate consistent with applicable statutes, except for time/manner/place regulations (such as LAMC 41.18 or similar ordinances) which may be enforced at any time.

4. Milestones

The City will develop deadlines and targets for the City's creation of shelter and/or housing, and encampment reduction, and will provide those deadlines and targets to Plaintiffs. The parties will work to resolve any concerns about those deadlines and targets, and will consult with the Court for resolution, if necessary. The City will make its best efforts to comply with established deadlines and targets.

5. Jurisdiction

The Court will retain jurisdiction to monitor the parties' compliance with and enforce the terms of this Agreement.

6. Dispute Resolution Process

The parties agree to design a dispute resolution process that will allow a person experiencing homelessness to submit a complaint to the Court or special master concerning an offer of shelter or notice provided under this Agreement.

7. Status Updates

The City will provide regular status updates to the Court (at least quarterly) regarding its progress with this Agreement. In addition, the parties agree to engage a mutually agreed-upon third party to provide data collection and analysis and regular public reports on the City's compliance with the terms of this Agreement.

8. Funding

Funding of housing and shelter opportunities created by City shall be at City's sole discretion. City agrees to:

- Petition county, state, and federal government for additional funding,
- Consider expediting public/private partnerships that utilize private capital and which require no up-front costs to City, and

LA ALLIANCE v. CITY OF LA, ET AL

Case No. 20-CV-02291 DOC (KES) SETTLEMENT PROPOSAL TERM SHEET

- Consider other possible funding mechanisms to pay for future housing, facilities, and services for PEH.

9. County Obligations

The parties agree to cooperate in ensuring County meets its obligations to provide services to persons experiencing homelessness within the City, and to fostering County-developed or County-funded housing and treatment services for PEH, including medium- and high-acuity need PEH suffering from illness, physical, mental or behavioral health issues, substance use disorder, and/or other factors used to determine acuity. These County responsibilities include, but are not limited to:

- Funding and providing wrap-around and supportive services for PEH in housing or shelter established by City. Supportive services funded and provided by the County will include, but not be limited to, DMH, DHS, DPH, and DPSS, for intervention, services, and housing, as appropriate;
- Providing housing and treatment services for all unsheltered PEH who are not City Shelter Appropriate;
- Providing and funding the Intensive Case Management Services (ICMS) and integrated health services to ensure an individual's connection to appropriate medical, mental health, substance use, and other supportive services for permanent supportive units financed by City;
- Ensuring permanent supportive housing (PSH) placements into units within City limits will prioritize PEH that are homeless in the City first (consistent with applicable laws), even in units funded and operated by the County if they are within City limits;
- Increasing to 34 (from 22; numbers based on what is currently required and could be subject to change) the number of Multi-Disciplinary Teams (MDTs) dedicated to conducting outreach exclusively in the City, allocating at least 1 team per Council District, coordinated by the City's outreach staff in the Office of the City Administrative Officer (CAO) and/or the Unified Homelessness Response Center (UHRC);
- Increasing to 10 (from 5.5; numbers based on what is currently required and could be subject to change) the number of Homeless Outreach and Mobile Engagement (HOME)) teams dedicated to conducting outreach exclusively in the City, allocating at least 1 team per two Council Districts, coordinated by the CAO and/or UHRC;
- Ensuring outreach teams (including the increased number of teams referenced above) have access to sufficient County-funded licensed and unlicensed high service need beds as needed to provide housing and treatment services for PEH in the City, and that these beds will either be exclusively for use by, or prioritize, PEH in the City. In order to effectuate this

LA ALLIANCE v. CITY OF LA, ET AL

Case No. 20-CV-02291 DOC (KES) SETTLEMENT PROPOSAL TERM SHEET

- access, the County will, in collaboration with LAHSA, County departments, and other relevant partners, establish a centralized, County-wide bed management system that is inclusive of all types of shelter, housing, and care beds, that will identify specific, available, and appropriate high service need beds for PEH in the City;
- Requiring a minimum of 50 mental health beds per 100,000 people in the County, or more as needed to ensure access to inpatient treatment for PEH in the City and to prevent mentally ill individuals from falling into homelessness due to lack of available inpatient treatment;
 - Increasing the number of high acuity public health (SUD/detox/drug rehabilitation) beds to specified level, and access for PEH regardless of insurance coverage;
 - Providing City-directed outreach teams with direct access to DMH, DHS, DPSS, and DPH during outreach and other Street Engagement Strategy activities;
 - Make available County-owned land to other County jurisdictions, including City, for homeless housing on a \$1 per year lease and allowing by right development; and
 - Broader County commitment to prevention of inflow of new PEH in the City of Los Angeles, including commitment to registering individuals for SSI and Social Security, and other local (e.g., General Relief), state, and federal entitlement programs.

10. Affordable Housing

The parties agree to cooperate to identify and reduce barriers to building more affordable housing.

11. Settlement and Dismissal

The parties agree to cooperate in drafting agreements, stipulations, proposed orders, and other necessary documents to fully and finally resolve this litigation between the LA Alliance and the City.