

## Participant Temporary User Agreement

We struck out all text that is unconstitutional or against the laws of the State of California or the human rights and write down text (green) to make this agreement adjusted to law.

This Participant **or Tenant, (California Health & Safety Code sec 50801(i) does not prohibit the use of the word Tenant, in fact it talks 2 times about "Rents and service fees" (the idea of eliminating the word "rent" has nothing to do with the law.)** Temporary User Agreement ("Agreement") is made by and between the Housing Authority of the City of Los Angeles ("HACLA"), through its Management Agent, ~~Beach Front Property Management, Beach Front P. Mngmt is rejected and unacceptable because of its human rights violations~~ and \_\_\_\_\_ ("Participant(s)") and is effective as of \_\_\_\_\_, 2020. The subject of this Agreement is the premises located at \_\_\_\_\_, Los Angeles, CA, and ~~such other locations that Participant(s) may be provided as emergency transitional shelter (the "Premises") as part of the Program (defined below).~~

This Agreement and the related emergency transitional housing program pursuant to **California Health & Safety Code Section 50801(i)** (the "Program") is designed to provide a **safe and secure emergency, transitional housing option that will minimize social interaction for highly vulnerable or at-risk unsheltered participants during the COVID-19 pandemic =This is GOAL-1** and will assist participants in transitioning from an unsheltered status to supportive/temporary/transitional housing and eventually to permanent housing. Therefore, the following guidelines, rules and procedures must be followed. Failure to comply with the following Program guidelines, rules and procedures or falsification or omission of information provided on the intake application will result in a Notice of Noncompliance and may lead to **Participant's termination of services and shelter at the Premises. Any guidelines, rules or procedures that are against HUMAN RIGHTS, CONSTITUTIONAL RIGHTS, OR DUPLICATION OF THE LAW OF THE LAND are void and unenforceable. The US Constitution is the supreme law of the United States of America. It is inexcusable that this user agreement be in any way against the US constitution.** HACLA shall pursue such termination through any means allowed by law, including but limited to those allowed under the Transitional Housing **Participant Misconduct Act (Civil Code Section 1954.10 et seq.).**

Participant acknowledges that this transitional housing Program is designed to assist persons in obtaining services as well as **permanent housing = This is GOAL-2** and has all of the following components:

- 1 Comprehensive social service programs which include regular individualized case management services and which may include alcohol and drug abuse counseling, self-improvement **education, employment and training assistance services, and independent living skills development. =This is GOAL 3**
- 2 Use of a Program unit as a temporary housing unit in a structured living environment which use is conditioned upon compliance with the transitional housing Program rules and regulations **in compliance**

**with the US CONSTITUTION, HUMAN RIGHTS, THE LAW OF THE LAND and common sense.**

(3) An use period of not less than 30 days, but not more than 24 months.

This Program and the operation of the Premises is in response to the **Los Angeles County Shelter Crisis Declaration and the Executive State of Emergency Proclamation** and permission to enter the Program and use the Premises is temporary only. The Participant is ~~not a tenant, subtenant, resident, lessee, boarder or lodger of HACLA~~ **This agreement derives from Calif Health Safety Code sec 50801(i) which talks 2 times about “Rents and service fees” and does not prohibit tenancy.**

with respect to the Premises or the Program. The Participant acknowledges HACLA's **by mutual agreement with participant** ~~right of control over and access also to the Program unit occupied by the Participant, as well as the right of contractors hired by HACLA to control and access the unit.~~ Participant(s) will sign a Move-In Checklist upon entry to the Premises, which is attached to this Agreement as **Exhibit B. as long as exhibit B is not against the US CONSTITUTION, HUMAN RIGHTS, THE LAW OF THE LAND and common sense.**

The word “you” in this Agreement includes all adults (defined as individuals age 18 and older) enrolled in the Program and living at the Premises as part of the individual family unit. Any adults living at the Premises must be enrolled in the Services Program (defined below) as a Participant and must sign this Agreement and initial where indicated. Participant(s) must continue, for the entire duration of this Agreement, to participate in the Program and its related social services program (the “Services Program”) provided by the Service Provider in order to use the Premises. **The Services Program must show a prior percent of success above 50%, participants will not be forced to accept a service or program that can not show above 50% history of success and be relevant to the particular participant needs.** Any minor children may also be assessed and assisted with educational, social service or health needs as part of the Participant's Program services. Any minor children who turn 18 after moving into the Premises will be required to sign this Agreement and will be added as a Participant to the Program. ~~Authorized family members include Participants (including children 18 or over), minor children, grandparents and any other family members or partners as approved by HACLA (“Authorized Family Members.”)~~ **Family members and friends do not need to be authorized, that is a violation of human rights.**

**1. Welcome to the Program.** This Agreement and the related Program are an accommodation to help alleviate homelessness in the City of Los Angeles and to provide emergency, temporary, transitional shelter for homeless families. This is your temporary housing to protect you during the COVID-19 pandemic. The mental health, wellness activities and case management services for the Program will be administered by PATH, the contracted HACLA Service Provider (the “Service Provider”), and **Participants must follow the Service Provider's guidelines/regulations and the terms and conditions of this Agreement in order to maintain their continued temporary use of the Premises. as long as The Services Program show a prior percent of success above 50% and**

**are relevant to Participant needs.** This Agreement contains HACLA's expected Code of Conduct and House Rules. The Service Provider's Client Service Agreement is attached as **Exhibit A**. Your social interaction with respect to the Program will be minimized to adhere to the State of **California's, County and City of Los Angeles' "Safer at Home" protocols.** The Premises will be managed for HACLA by ~~Beach Front Property Management Company~~ (the "Management Agent").

**2. Program-Interim Transitional Housing Site.** You Are a Participant in the Program and as such you are a "participant" in an interim transitional housing site during a declared public health emergency, "**California COVID-19 Pandemic**" (DR-4482), declared by the Federal government (FEMA) on March 22, 2020 and the **Los Angeles County Shelter Crisis Declaration to address general homelessness in Los Angeles County.** Participant(s) are expected to work with the Service Provider staff and engage in activities that will facilitate obtaining and maintaining interim or permanent housing and exiting this emergency temporary housing. Those Participant(s) who refuse to work with Service Provider staff may be exited from the Services Program and use of the Premises **as long as The Services Program show a prior percent of success above 50% and are relevant to Participant needs.** ~~with reasonable posted notice not to exceed 30 days unless there is imminent danger to the safety or security of other persons or property, in which case notice is not required.~~ **This is an illegal duplication of the existing law about danger, safety of persons or property, the "reasonable 30 days" are a violation of the constitutional due process.**

**3. Term/Termination of Use of the Premises.** Since this is an emergency transitional housing program, the Term of this Agreement and Participant's use of the Premises shall be month to month, not to exceed a maximum total of 12 months with a potential extension of an additional 12 months, on a month to month basis, for a maximum total of 24 months. The Service Provider may exit you from the Services Program, and the Management Agent may exit you from the overall Program and Premises in consultation with HACLA for violation of any part of this Agreement, including the failure to adhere to the Service Provider's, Management Agent's **as long as The Services Program show a prior percent of success above 50% and are relevant to Participant needs.** or HACLA's requirements in this Agreement which are in alignment with Safer at Home protocols, **The Safer at Home protocols will never recommend the exiting of the program, you can not be "Safer at Home" by being trowed to street, instead you must provide training and education to prevent the contagion of covid19, exiting people to street is a BETRAYAL of your very GOAL 1 to protect homeless from covid29.** ~~with reasonable posted notice not to exceed 30 days unless there is imminent danger to the safety or security of other persons or property.~~ **This is an illegal duplication of the existing law about danger, safety of persons or property, the "reasonable 30 days" are a violation of the constitutional due process.** This termination from the Program will immediately terminate your use of the Premises. ~~Termination of any one Participant in the Program and use of the Premises under this Agreement will also result in the termination of all other Participants and children of the related family unit.~~ **Trowing people to streets is a death warrant and betrayal**

**to GOAL 1.** Depending on the severity of the violation, a Participant may be terminated from the Services Program, the overall Program and the Premises immediately or within a period to be determined by HACLA.

**I only accept the part of the agreement that is not against the US CONSTITUTION, HUMAN RIGHTS, THE LAW OF THE LAND and common sense**

\_\_\_\_\_Initials    \_\_\_\_\_Initials

#### **4. No Right of Tenancy/No Roberti Act Standing.**

Participant acknowledges and understands that this Agreement ~~does not create a right of tenancy, right of occupancy or right of possession of the Premises and is an emergency temporary transitional housing for previously unsheltered families. No landlord/tenant relationship is created by this Agreement. There is no guarantee that Participant will have use of a particular unit or home or that the Premises will be a particular size or configuration.~~ Participant acknowledges and understands that he/she and the family unit may share the Premises with another individual or family. Any individual adult participant not associated with a family unit participating in shared housing **is guaranteed their own bedroom.** Determination on whether an individual or household/family unit can be located in shared housing will be based on an assessment of health risks, age, household size and make-up. In no case will families be placed in shared housing with single adults. Allocation of bedrooms per family unit will be based on ~~two-person-per-bedroom~~ occupancy standards with exceptions made for foster youth and/or sex and age of children. In addition, Participant acknowledges and understands that this Agreement or use of the Premises ~~does not confer any Roberti Act standing or rights to the Participant(s) nor will the Premises be offered to Participant(s) for purchase.~~ **This agreement derives from Calif Health Safety Code sec 50801(i) talks 2 times about “Rents and service fees” the idea of eliminating the word “rent” has nothing to do with the law. We are not guilty of being homeless, we do not need to be blamed or punished by stripping us from our rights of Tenancy and Roberti Act. If you say that we do not have such rights, why are we asked to renounce them?. we will not renounce to any right.**

**I only accept the part of the agreement that is not against the US CONSTITUTION, HUMAN RIGHTS, THE LAW OF THE LAND and common sense**

\_\_\_\_\_Initials    \_\_\_\_\_Initials

#### **5. Acknowledgement of Ineligibility for Relocation Assistance.**

Participant(s) acknowledges that their use of the Premises ~~does not qualify Participant(s) for relocation assistance and Participant disclaims any status as a “displaced person” as it is defined in California Government Code Section 7260-7276 inclusive as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.~~ Participant(s) acknowledges and understands that they are at the Premises on a temporary basis and are not entitled to relocation benefits when asked to move and hereby waive any claim to relocation benefits. In the event that HACLA no longer has legal possession of the Premises due to any reason whatsoever and therefore must require

Participant(s) to move out to another Premises, **All this strike down are a duplication of existing law, If you say that I am no eligible for relocation assistance, then why you are asking me to renounce it? I can not and will not renounce any right.** HACLA will work with Participant(s) to provide another suitable temporary transitional shelter with up to 3 temporary housing shelter options from which Participant may choose. HACLA and the Service Provider will assist Participant with move-in costs for the new Premises and will work with Participant to provide furniture or other necessary household items upon move-in at the request of Participant or recommendation of Service Provider. ~~Participant's failure to move into the selected option will result in Participant's exit from the Program and there will be no other available replacement Premises,~~ **What is the point to keep moving participants from one place to another, when your GOAL # 2 is provide permanent housing?. I only accept the part of the agreement that is not against the US CONSTITUTION, HUMAN RIGHTS, THE LAW OF THE LAND and common sense**

\_\_\_\_\_Initials    \_\_\_\_\_Initials

**6. Participants Must Follow All Safety Protocols.** **The goal of the Program is keeping you, and others who are at high risk of COVID-19, safe, This is GOAL #1.** Therefore, you and all other Participants must follow the protocols provided in the State of California's, and County and City of Los Angeles' "Safer at Home" executive orders. These protocols include:

**A. Social Distancing:** Remain at least six (6) feet from other individuals not in your household at all times, including when sleeping, when participating in any Service Provider Program activities and when in contact with representatives from the Service Provider [and for receiving meals], and when using any Service Provider facilities.

**B. Frequent Handwashing:** Wash hands regularly with soap and water for at least 20 seconds.

**C. Sneezing or Coughing:** Sneeze or cough into a tissue, if possible, or the crook of arm. Refrain from sneezing or coughing in hands.

**D. Safer at Home:** Adhere to the County and City of Los Angeles' "Safer at Home" order and remain inside the Premises except when:

- 1) Grocery shopping
- 2) Picking up medications and other healthcare necessities
- 3) Going to medical/veterinarian appointments
- 4) Picking up take-out or drive-thru food
- 5) Caring or providing support to a friend or family member
- 6) Going to work or school

7) Taking time to be in nature for exercise (i.e., walking, hiking, bike riding, jogging, etc.).

**E. Masks/Face Coverings:** Participants and all individuals authorized to be housed at the Premises, excluding children under two years old and people with disabilities who could be harmed by wearing a face mask, should wear masks or face coverings in public and when they might be near others who don't live in their household.

See recent State of California guidance for the wearing of face masks/face coverings and exemptions at:

[https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings\\_06-18-2020.pdf](https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf)

**Please Note:** These protocols may change based upon recommendations from the Centers for Disease Control and Prevention ("CDC"), the County of Los Angeles Department of Public Health ("DPH") and other public entities. Participants who refuse to follow these protocols will be given an exit notice and removed from the Program.

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>; <http://www.ph.lacounty.gov/media/Coronavirus/>

**The Safer at Home protocols will never recommend the exiting of the program, you can not be "Safer at Home" by being trowed to street, instead you must provide training and education to prevent the contagion of covid19, exiting people to street is a BETRAYAL of your very GOAL 1, to protect homeless from covid29.**

**1.-LET'S SAY A FAMILY WHO SIGNED THIS MISCHIEF AGREEMENT HAS NO COVID19.  
2.-ONE MEMBER OF THE FAMILY MAKE A MISTAKE ENDANGERING THE FAMILY WITH COVID19.  
3.-HACLA FAILS TO TRAIN AND EDUCATE THE FAMILY ON COVID PREVENTION.  
4.-HACLA EXIT ALL THE WHOLE FAMILY TO THE STREET.(item 3)  
5.-BY LIVING ON THE STREET THE FAMILY GET POSITIVE IN COVID19.  
6.-HACLA GIVES THE FAMILY SHELTER AGAIN BECAUSE COVID19 +  
7.-HACLA HAS IMMUNITY FOR ITS MISMANAGEMENT.(item 8)  
GOOD GRIEF! WHAT A WAY OF PLAYING WITH OUR TAXES AND OUR LIVES!**

**7. Medical Screenings and Medical Status.** You must consent to have a temperature check completed by Service Provider upon move-in and whenever using Service Provider facilities or in contact with the Service Provider. If your temperature is above 99.4 degrees you may be requested to take a COVID-19 test prior to receiving services. If you suspect that you or any family or household members may have symptoms related to the COVID-19 virus or have tested positive, we ask that you notify the Service Provider or Management Agent immediately in order to protect all household members. It is important for staff to have this information to assist you with cleaning and sanitizing the Premises. Participants may not be exited from the Premises or the Services

Program for reporting their symptoms or for testing positive for the COVID-19 virus. If the Service Provider believes that you may have symptoms of the COVID-19 virus, they may require you to be tested in accordance with their Program guidelines.

**8. Personal Belongings/Waiver of Liability.** Upon entry to and commencement of use of the Premises, you are only allowed to bring your personal belongings including clothing, as well as furniture and appliances as approved by HACLA. ~~No storage for additional items will be allowed at the Premises except in a garage and in the yard areas as stated herein.~~ **My belongings are my treasures, my remembrances, my plans, my dreams and my culture.**

**Depriving me of that is a violation of my human rights.**

**If it is "hoarding" what you want to prevent, you need to refer the person to a doctor or mental health professional. But not exiting people from the program. Decisions needs to be more scientific and less punitive.**

You are responsible for your own personal belongings. ~~HACLA, the Management Agent and the Service Provider staff are not responsible for any loss or damage to your belongings, including cars and other vehicles, and Participant(s) accepts the risk of loss, damage or destruction to any personal property while participating in the Program and while living at the Premises. In addition, Participant acknowledges that HACLA, the Management Agent and the Service Provider staff bear no responsibility for personal injury, including if Participant contracts the COVID-19 virus, harm or loss as a result of Participant's participation in the Program or use of the Premises.~~ **Certainly HACLA IS responsible if HACLA u others are found negligent, Giving immunity to HACLA and contractors is the formula for disaster, WE ARE A NATION OF LAWS, WHY HACLA ASKS FOR EXEMPTION OF RESPONSIBILITY, JUST TO BE ABOVE THE LAW?.**

**The stark contrast of HACLA stripping us from our constitutional rights while at the same time (on item 8) is giving immunity to itself, PATH and Beach Front P. Mgmt. a known violator of human rights.**

**Only illustrates that HACLA is working for the convenience and profit of corporations and the criminalization and misery of poor people.**

At the expiration or earlier termination of this Agreement, Participants shall be responsible for ~~immediately~~ removing all personal property from the Premises.

**9. Fees.** Each family unit will be charged the lesser of \$200 per month or 30% of their income as a fee to use the Premises. Participant(s) may not be denied use of the Premises if they are unable to pay the fee.

**10. Emergencies.** Participants should immediately report any safety, security or habitability issue to the Management Agent at \_\_\_\_\_ with an after-hours phone number of \_\_\_\_\_. Participants should also call 911 from any telephone for any immediate safety/security issue.

**11. Utilities.** HACLA will pay for and provide the following utilities to the Participant(s): electricity, water, trash, gas and Wi-Fi coverage. HACLA will not provide phone land lines or cell phones to Participants. ~~Participant(s) may not illegally use or tap electrical, natural gas or water systems at the Premises.~~ **This is a duplication of existing laws.** HACLA will provide any necessary appliances if Participant needs warrant.

**12. Grievance Procedure/Contact.** The Services Program as provided by the Service Provider has a written grievance procedure for Participant(s) to follow when they disagree with any Services Program action (e.g. exit notice/termination), program decision (e.g. individual housing plan disagreement), or if you have a problem with a Service Provider staff member or Program Participant who is not a member of your household. If you do not have a copy of the official grievance procedure, please contact the Management Agent at \_\_\_\_\_ or the Service Provider staff at \_\_\_\_\_ to request a copy of the grievance procedure and an explanation of how the process works. The Service Provider's and HACLA's grievance procedures with respect to the Services Program are included in **Exhibit A**.

**13. Use of the Premises.** You may use the Premises only as temporary emergency housing for yourself and any ~~Authorized Family Members.~~ **Family members and friends do not need to be authorized, that is a violation of human rights.** You may not use the Premises for a ~~home business (such as babysitting, childcare), however, any home business that can be conducted virtually, does not require in-person client contact and is permitted by local zoning requirements and ordinances such as the preparation of tax returns, third party services, third party vending, solicitation, may be conducted.~~ Please alert the Management Agent if you will be running a home business. Participant(s) will be required to sign a certification form to Management Agent describing the type of business to be conducted in the home. **This is a duplication of existing laws, The City of Los Angeles has already a code for home business.** No flags may be erected and no advertising signs, banners or materials may be on display at the Premises except those provided by HACLA or the Management Agent. **This is a direct violation of FREEDOM OF SPEECH, unacceptable.** You may not keep or use any hazardous or toxic substances or flammable liquids in or around the Premises. You may not do anything that is illegal or allow anyone else under your control to do anything that is illegal in or around the Premises. You may not store anything outside the Premises except items that are normally stored outside such as bicycles, however, there is no storage of items that create a nuisance and **This is a duplication of existing laws no hoarding is permitted.** **If it is "hoarding" what you want to prevent, you need to refer the person to a doctor or mental health professional. But not exiting people from the program. Decisions needs to be more scientific and less punitive.** You may garden in the front and back yards but only in above-ground planter boxes or flower pots. You are expected to respect the privacy of your neighbors in the building and in the surrounding neighborhood. **This is an illegal duplication of the existing law about gardening, privacy etc, \_**



**14. No Inoperable Vehicles/No Storm Drain Dumping.** You shall not park or store wrecked or inoperable vehicles of any kind on the Premises. You shall not dump or pour, or caused to be dumped or poured, any prohibited non-storm water materials into the storm sewer system at or near the Premises. **This is an illegal duplication of the existing law.**

**15. Entry and Inspection.** HACLA staff members, Service Provider staff or Management Agent staff may enter and inspect the Premises ~~on a regular basis with 24 hours' notice,~~ **in agreement with participant,** unless there is an emergency, **there are already protocols for emergency** to make sure that you are complying with this Agreement, make repairs or do maintenance at the Premises, conduct routine or enhanced cleaning or any other reason incidental to HACLA's legal possession of the Premises. Gardening and maintenance personnel are allowed access to all landscaped areas of the Premises, including the front and back yards Monday-Saturday, during normal work hours **in agreement with participant** , unless other time arrangements are made. If Participant has a locked gate to the back yard or other landscaped areas, they must immediately provide a key to the Management Agent so that the gardening personnel have access. Security staff will not be subject to the 24 hour notice requirement so long as they have reasonable cause to enter the Premises. Unless there is an emergency or threat to the health and safety of the users of the Premises or threat by third parties at Premises. Security personnel will knock and/or alert household if they must enter the Premises and [all security personnel are unarmed.] **This is an illegal duplication of the existing law. We do not consent to warrantless searches.**

**16. No Alcohol, Drugs or Smoking.** You may not possess or use alcoholic beverages, drug paraphernalia, illegal drugs or controlled substances as they are defined under federal law, including marijuana with or without a prescription issued by a medical doctor, except prescription medicines used in compliance and under the supervision of a medical doctor, or prescription medications (that were not prescribed for you by a licensed health provider), use hypodermic needles or other "sharps," unless necessary to self-administer prescription medications under a valid prescription of a medical doctor on the Premises for any reason. No smoking of any kind is allowed indoors on the Premises at any time. However, adult participants may smoke tobacco cigarettes or e-cigarettes outside the Premises but still within the outdoor area of the property, if they are at least 10 feet away from any window or door and cigarettes are safely extinguished and disposed of in outdoor trash bins. **This is an illegal duplication of the existing law about drugs.**

**In 1933 December 05, The 21st Amendment to the U.S. Constitution is ratified, repealing the 18th Amendment and bringing an end to the era of national prohibition of alcohol in America.**

**17. No Gasoline Products/Hazardous Materials.** You may not store gasoline or petroleum products in bulk on the Premises or bring any vehicles on the Premises used or designed for the transportation or storage of gasoline or petroleum products. You may not keep or use any hazardous or toxic

substances or flammable liquids in or around the Premises. **This is an illegal duplication of the existing law.**

**18. Consent to Search Personal Belongings.** By signing this Agreement, you provide consent to search the Premises, which include furnishings, storage containers and other personal items (including purses, backpacks, baggage that you arrived with) for drugs, alcoholic beverages or weapons. The Management Agent or Service Provider staff may search the Premises for drugs or alcoholic beverages or weapons any time it has reasonable cause to believe that you possess or are using or abusing drugs, alcoholic beverages or weapons in or around the Premises. Any search and confiscation of items will be conducted pursuant to the Management Agent's, HACLA's and the Service Provider's policies and procedures. If you refuse consent to search the Premises, you will be subject to immediate exit from the Services Program and the Premises.

**We do not consent to warrantless searches.**

**19. No Weapons, Violence, Abuse or Damage.** You may not possess or use firearms or illegal weapons (real or replica that is made to look authentic), (except the duty weapons of law enforcement personnel, or private security retained for the Premises if licensed and privileged to carry firearms in the applicable jurisdiction), use or threaten violence or use violent or abusive language against anyone in or around the Premises, against Caltrans' personnel, the Management Agent, HACLA or the Service Provider staff members, other participants or your neighbors. Acts of physical violence or, assaultive and/or verbally threatening behavior will result in immediate termination from the Services Program, the overall Program and the Premises. You also may not abuse or damage the Premises or any other property belonging to HACLA or the California Department of Transportation ("CalTrans"), the current Premises Owner. **This is an illegal duplication of the existing law about weapons, violence, abuse or damage. In addition it is a violation of 2<sup>nd</sup> amendment. While we are in favor of a better gun control, We are AGAINST OF A GUN CONTROL ONLY FOR HOMELESS.**

<b>Second amendment: A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.</b>
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**20. Crimes/Illegal Activities.** You may not commit any crime in or around the Premises. If you do commit a crime, the Management Agent or the Service Provider will report the crime to the appropriate jurisdictional law enforcement agency, in addition to terminating you from the overall Program, the Services Program and the Premises. You may not do anything that is illegal or allow guests or anyone else under your control to do anything that is illegal in or around the Premises. Participant(s) must have a background and current record free of convictions for drug production and child sex offenses and any such crimes committed during the term of this Agreement are grounds for immediate exit from the overall Program, the Services Program and the Premises. **This is an illegal duplication of the existing law, In addition of a violation of DUE PROCESS.**

**21. Noise and Nuisance.** You may not use or do anything inside or outside of the Premises that disturbs your neighbors or the neighborhood, including loud music or making or causing loud noises at the Premises or starting or

maintaining fires. Quiet Hours at the Premises are between 10pm and 7am or the applicable curfew set for the jurisdiction, including Safer at Home guidelines. You may not violate the social distancing protocols. Therefore, no group loitering or congregate activities, including groups of more than 10 people outside the unit will be allowed. **This is an illegal duplication of the existing law**

**22. Safety and Housekeeping.** You must keep the Premises in a neat, clean and safe condition. Therefore, you must comply with any scheduled or routine housecleaning of the Premises, including vacating your unit during the cleaning. You must also take any trash outside as needed and keep food stored in cabinets or the refrigerator and dishes cleaned and stored. The Service Provider will determine whether the family unit needs assistance with cleaning, cleaning supplies and other household support. When your participation in the overall Program and use of the Premises ends, you must return the Premises in the same condition that the unit was in when you moved in, excepting normal wear and tear. If the Premises are not neat and clean upon termination/exit from the unit, HACLA will perform the needed work and bill the Participant for the costs. Also, **urinating, defecating or dumping waste anywhere in the Premises** or on the property is not permitted. Always utilize appropriate facilities to dispose of any bodily waste or waste materials. **This is a horrible paternalistic approach. Also is an illegal duplication of the existing law about damage to the property.**

**23. Guests.** A guest is anyone who has not signed this Agreement, is not an Authorized Family Member, and is not associated with Caltrans, HACLA, the Property Manager, Service Provider or their agents, including any security staff. Limited overnight and daytime guests may be allowed on the Premises with proper notice, review and approval by the Management Agent ("Approved Guests"). Approved guests who stay overnight shall be limited to parent/child visitation, licensed or medically required caretakers, or other special circumstances. . No more than two Approved Guests are allowed to visit the Premises during non quiet hours and all parties must practice social distancing during such visits. Participants are responsible for the actions of their guests and any damages or losses to the Premises or the personal property of HACLA or Caltrans caused by such guests. **Family members and friends do not need to be authorized, that is a violation of human rights.**

**24. Service Animals and Pets.** Only service and emotional support animals are permitted at the Premises. Service and emotional support animals must not be left unattended or unleashed when outside. Service and emotional support animal waste must be picked up immediately and disposed of properly. Except for authorized service and emotional support animals, you may not keep any pets in or around the Premises. Service and emotional support animals (limited to 2 of either cats or dogs only) require written permission from HACLA and a medical professional's certificate for service animals and a general certification for emotional support animals. **This is an illegal duplication of the existing law about pets and property damage.**

**25. Maintenance and Repair.** You are responsible for keeping the interior walls, floor coverings, ceiling, all window glass and interior plumbing and electrical fixtures in the Premises in good condition and repair. Good condition

includes but not limited to being properly cleaned or washed, no holes, cigarette burns, stains, and other damage. This includes the prevention of the deposit of animal feces and urine inside the premises. You are responsible for any expense that is required to repair or replace in kind any damage, beyond normal wear and tear, that you cause to the Premises, the property, or HACLA property that is lost, damaged or destroyed as a result of or connected with conduct or activities of the Participant, family, invitees and associates or guests of Participant. Participant assumes full responsibility for the activities of Participant's guests, family, invitees and associates at the Premises. If Participant fails to promptly replace in kind or repair such property or make repairs with HACLA consent, HACLA may replace/repair the property or have repairs made and Participant shall reimburse HACLA for the applicable costs. Participant indemnifies and holds HACLA, Management Agent, Service Provider and Caltrans harmless from all fines, penalties, obligations, liabilities and costs resulting from Participant's actions and from any breach of Participant's obligations under this Agreement. In addition, Participant and family members may be exited from the Services Program and the Premises **if can not repair the damage, HACLA, in its sole determination and participant will chose a handyman to determine if** the Premises substantially damaged or destroyed (in excess of \$2500) by a Participant, their family or their guests.

**26. Alterations and Improvements.** Participant may not make or permit any changes, additions, or improvements to the Premises or the surrounding property, including **except** the installation of a TV antenna, satellite dish, or permanent installation of a washing machine, dryer, or air conditioner or remove any existing appliances, or make changes to any windows or window coverings ~~without the written approval of the Management Agent.~~ **Follow the existing laws of the city.** ~~No changes or additions to any door locks may be made without the approval of the Management Agent.~~ **This is a violation of privacy, and warrantless searches, HACLA has no need to have copies of my keys, there already exist protocols in case of emergency.** Notwithstanding this paragraph, if Participant exits the Services Program and the Premises, Participant must leave the Premises in its original **good** condition.

**27. No Assignment.** This Agreement may not be assigned by the Participant to any other person or organization. The Premises may not be leased by the Participant to any other person or organization.

**28. Counterparts.** This Agreement may be signed in counterparts. **HACLA must sign the contract first, if the participant is not given a fully signed copy for HACLA the agreement is void.**

**29. Governing Law and Forum.** This Agreement shall be governed by and in accordance with the **US Constitution**, the laws of the State of California and any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

**30. Entire Agreement.** This Agreement contains the entire agreement between HACLA and the Participant(s) regarding the use of the Premises or any other housing unit and no addition or modification of any terms or provisions are effective unless in writing signed by HACLA and the Participant(s). **No other prior**

agreements between the Participants and HACLA pertaining to the Premises, oral or written shall apply. If any part of this Agreement is held by a court to be invalid, unenforceable or in conflict with California law, the remaining parts of this Agreement shall not be affected. The failure by HACLA to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute any A waiver of HACLA's right to thereafter enforce the same or any other term, agreement or condition of this Agreement.

**31. Written Notice and Termination.** Failure to comply with this Agreement may result in a written notice of noncompliance and lead to termination from the overall Program and termination of your use of the Premises. **AFTER CONSTITUTIONAL DUE PROCESS OF LAW.**

**MANAGEMENT AGENT:**

[\_\_\_\_\_]

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PARTICIPANT(S):**

I have read and understand the terms of this Agreement and I agree to abide by it. I understand that violations of this Agreement may result in immediate exit/termination from the Program and the Premises. I understand that I am not a tenant, that I am using the Premises on a temporary basis and that my status as a client of transitional housing does not provide me or any of my family members with relocation benefits or Roberti Act rights. Further, I waive any claim of liability against HACLA, the Service Provider, the Management Agent or CalTrans for any responsibility if I or my family members or guests contract the COVID-19 virus while at the Premises or while participating in the Program. **Certainly HACLA and others ARE responsible if are found negligent, Giving immunity to HACLA and contractors is the formula for disaster, WE ARE A NATION OF LAWS, WHY HACLA ASKS FOR EXEMPTION OF RESPONSIBILITY, JUST TO BE ABOVE THE LAW?.**

**Any guidelines, rules or procedures that are against HUMAN RIGHTS, CONSTITUTIONAL RIGHTS, OR DUPLICATION OF THE LAW OF THE LAND are void and unenforceable.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Participant)

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(If applicable, spouse, co-head of household, or other adult Participant)**

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**(If applicable, spouse, co-head of household, or other adult Participant)**

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**(If applicable, spouse, co-head of household, or other adult Participant)**

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**(If applicable, spouse, co-head of household, or other adult Participant)**

List all Minor Children and Date of Birth:

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**EXHIBIT A**  
**PATH CLIENT SERVICE AGREEMENT**



## Client Service Agreement

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I, \_\_\_\_\_ am requesting participation in the El Sereno (Caltrans) Transitional Housing Program operated and administered by PATH, in collaboration with the Housing Authority of the City of Los Angeles. My signature below confirms the following:

- 1 My participation in the Program is voluntary. In connection with my request for services, I agree to:
  - 1.a Complete an assessment. (Initials \_\_\_\_\_)
  - 1.b Complete and follow an individualized Housing Stability Plan. (Initials \_\_\_\_\_)
  - 1.c Notify my case worker within one (1) week of any changes to my income (Initials \_\_\_\_\_)
  - 1.d Develop an individualized Savings Plan with my case worker (Initials \_\_\_\_\_)
  - 1.e Meet with my designated worker and adhere to monthly/quarterly scheduled home visits (Initials \_\_\_\_\_)
  
- 2 Client is required to follow rules and regulations as described in the Participant Temporary User Agreement and the Client Termination Policy and Procedure. Altercations with other residents and/or staff will not be tolerated.
  
- 3 All communication will be in writing regarding, but not limited to, all scheduled appointments with the designated staff (Family Response Team, Case Manager, Housing Locator) and all Supportive Services Requests (i.e. assistance with scheduling medical appointments, writing formal letters, etc.); communication

can be via email or in hardcopy.

- *PATH Email address:* \_\_\_\_\_
- *Client Email address:* \_\_\_\_\_

4I understand that the information that I provide to PATH must be complete and accurate to the best of my knowledge. I also understand that I have a continuing obligation to correct such information when it changes - and that my failure to do so could result in my loss of services.

5I understand that I am not automatically entitled to services. My eligibility for services depends on a variety of factors, some of which are subjective and determined by various government entities.

6If I am ineligible for services, or am dissatisfied with the services I receive, I understand that I can seek review of PATH's decision by following the steps outlined in the PATH Grievance Policy & Procedure. I will begin the Grievance process by discussing my dissatisfaction with my assigned PATH staff member.

7I understand that the information I share with PATH is confidential and will not be released to any third party without written authorization from me, except when PATH is bound by the law to report cases of suspected or actual child abuse, elder abuse or dependent adult abuse, or serious threat of violence towards myself or others.

8All records and files are the property of PATH. I have the right to access of information in my service file under the parameters outlined in Rights of Persons Served Policy and Procedure. I will begin this process by making my request in writing to my assigned staff member.

By signing this agreement, I certify that the above information has been explained to me and I am in full understanding of the terms set forth by this agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

*Print Client Name*

*Client Signature*

Staff: \_\_\_\_\_ Date: \_\_\_\_\_

*Print Staff Name*

*Staff Signature*





## **Client Termination Policy and Procedure**

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### **Positive Discharges/Program Exit**

Typical positive discharge from a PATH program includes one or more of the following:

- Successful program completion including completion of individualized service plan resulting in goal achievement;
- Successful linkage and enrollment into appropriate services for long term care or service specific care (i.e. in-patient care, skilled nursing, assisted living, substance use treatment); and
- Successful placement into permanent or other supportive housing.

### **Other Conditions for Discharges/Program Exit include but not limited to:**

- Client (adult Program participant) chooses to not participate in program/services or leaves a PATH housing program
- 72 hours no contact
- Client is no longer eligible for the program in which they are enrolled (i.e. income ineligibility)
- Client is no longer an active participant and engages in service plan activities

### **Documenting Discharges/Program Exit**

All discharges or exits from PATH programs are documented in the client file and in HMIS (or applicable program database) in accordance with funding requirements and PATH documentation procedures. Clients will be notified of discharge via official written letter.

### **Program Termination**

Violation of program requirements resulting in termination

- Violation of one of the four basic rules at PATH
  - 1 No acts of threats or violence
  - 2 No drug or alcohol use on-site
  - 3 No theft or destruction of property
  - 4 No possession or use of weapons

If a client fails to comply with the above basic rules, a client conference will be held to discuss the specifics of the situation. The conference will include a review of all facts, a review of the alleged violation and the exploration of alternative resolution other than termination. The assigned staff member, Program Manager and Director will attend the meeting with the client. If the client chooses, they may also have an advocate of their choosing attend the meeting. PATH will communicate directly with the client regardless of whether the client has chosen to have an advocate assist them. If it is determined that the violation stands and the client will be terminated from the program, the following process will be applied:

- All termination plans are reviewed by the Program Manager and Director.
- The client will receive a written Termination Notice that contains the reason(s) for termination.
- Once termination is approved, three referrals are provided, when feasible. Exclusion would be immediate discharge for acts of violence that jeopardizes the safety of the community.
- Inform other PATH programs that have had contact with the client or continue to provide services.

If the client would like to contest the initial termination decision, the grievance procedure should be followed. Within the grievance procedure, the meeting with the Chief Program Officer, Dispute Resolution Services and HACLA's appeal process, would apply to terminated cases, as previous steps would have already occurred.



Through the grievance process, the client will be given the opportunity to present written and/or oral objections before the PATH Chief Program Officer or their designee (a person other than the person who made or approved the termination decision) and or/ Dispute Resolution Services and HACLA's appeal process, if applicable.

The termination will be in effect until all procedures have been followed and a final resolution has been made. Client will not be able to access any services within PATH programs if terminated from services.

After the review, PATH will provide the client with a written Final Decision. The Final Decision notice will be provided to the client no longer than 5 calendar days from final review. The Final Decision will contain a clear statement of the outcome of the review.

Once termination occurs a client may request to return to PATH programs only after at least 30 days have lapsed and there is an agreement for further positive steps taken to address the reasons for termination. If this agreement can be reached and there is availability, the client will be enrolled into services.

*PATH wants to resolve any and all problems concerning client's participation in PATH's programs in a fair, prompt, and efficient manner.*

**The termination policy and procedures are to be given to all clients at intake. Case notes should reflect the date the procedures were reviewed and given to the client.**

---

Client Name

Signature

Date



## Confidentiality of Records Acknowledgement Form

PATH is required to maintain the confidentiality of your records and must comply with all applicable federal and local laws. PATH program will maintain records in accordance with applicable standards and PATH's internal policies and procedures.

Confidential information is treated respectfully and with great concern for your privacy. PATH does not share any personal information provided to us in the course of our service without written consent. However, the Case Manager is part of a larger Housing Team, including staff from the Housing Authority of the City of Los Angeles and the management agents for your transitional housing, and information may be discussed by other housing team members. Additionally, your files need to be available for quality assurance reviews by PATH's QA department, supervisors, as well as private, state and federal agencies that have funded the housing and services. PATH's internal protocol/ practices for protecting your health information are:

- Your confidentiality will be maintained at all required levels. Any information, including health information may not be shared without your signed consent to release information or documented oral permission to share information.
- In cases of an emergency, PATH will provide the minimum necessary information to police, first responders or any other emergency/ hospital personnel for emergent and safety reasons.
- Your charts will be maintained electronically in HMIS and hard copy with additional information not tracked in HMIS. Hard charts will be kept according to HIPPA standards in a locked file cabinet. Employees will not remove charts from the office premises and return charts to the file cabinets immediately after use.
- Computer sign-in codes and passwords are kept solely by the employee. Employees do not allow unauthorized persons access to PATH issued electronic devices. All Employees use locked screensavers for added privacy.
- Employees will use locked pass codes on PATH issued mobile devices.
- Hand written notes, files, memory sticks, and electronic/ mobile devices are maintained in a secure and appropriate place at all times.
- Any personal information which is emailed must be password encrypted, at a minimum. DHS related emails must utilize the password provided by DHS.
- Verbal discussions containing PHI will occur in private areas.
- When mailing documents, PATH ensures no sensitive information is shown on postcards or through envelope windows and that envelopes are closed securely.
- Proper disposal of sensitive information, such as shredding documents or using locked recycling drop boxes is required of all client level and other confidential documents.

### **Signature and Acknowledgement**

Your signature below designates that you have read (or have been read) this confidentiality of records form and have received answers to your questions.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Information Disclosure Consent

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I (Participant Name) \_\_\_\_\_ DOB: \_\_\_\_\_  
\_\_\_\_\_ hereby authorize People Assisting the Homeless (PATH) to release information pertaining to the El Sereno (Caltrans) Transitional Housing Program and my participation in said program. Information collected by PATH, including medical, psychiatric, economic, employment, and other information related to my program participation and eligibility may be disclosed to the Housing Authority of the City of Los Angeles (HACLA), HACLA's Management Agent Beach Front Property Management, and the following entities as part of care coordination, service linkage, and for auditing purposes:

- Los Angeles Homeless Services Authority.
- Veterans Administration
- Los Angeles County Department of Mental Health
- Los Angeles County Department of Health Services
- United Way of Greater Los Angeles
- Public Housing Authorities
- Participant Landlord/Property Managers
- Gateways Hospital and Mental Health Center
- JWCH Institute, Inc.
- Mental Health Care Provider Name and Number: \_\_\_\_\_

\_\_\_\_\_  
 Primary Care Provider Name and Number: \_\_\_\_\_

\_\_\_\_\_  
 Probation/Parole Officer Name and Number: \_\_\_\_\_

\_\_\_\_\_  
 Other: \_\_\_\_\_

**The disclosure of information/records authorized herein is required for client linkage to assistance and services. Release of information to selected entities is valid for one year from date of signature.**

**In the event of an emergency, I authorize PATH staff to contact and release pertinent information to the following personal contact:**

- Personal Contact Name and Number:** (Relative or Friend [circle one])

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This authorization provides for information disclosure between the individual listed above and the entities indicated above. By providing consent, I hereby release PATH (People Assisting The Homeless), and its officers, employees, affiliates and partners from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable to me.

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Client Signature

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Client Name

Date

---

Staff Member Signature

---

Staff Member Name

Date



## Non-Discrimination and Equal Treatment

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People Assisting the Homeless (PATH) has a non-discriminatory policy of respect for all people without regard to their race, ancestry, color, national origin, sex, sexual orientation, gender identity, religion, mental disability, physical disability, age, marital status, or other arbitrary characteristics. It is our goal to provide equal treatment to all homeless people seeking our services.

Discrimination is prohibited in all aspects of housing practices, and PATH is committed to treating everyone with dignity and respect. It is our intent to provide a welcoming atmosphere to all in a physically and emotionally safe environment. PATH will not tolerate threats, acts of violence, or harassment based on discriminatory practices. PATH appreciates the value of diversity and embraces all persons seeking services at any of our facilities.

As a provider of services for the homeless, PATH recognizes that people living without housing have the right to decent, safe, affordable and appropriate housing and services, without regard to their physical attributes or protected status.

By signing below, I acknowledge receipt of PATH's Non-Discrimination and Equal Treatment Policy.

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Client Name

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Client Signature

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Date

---

Staff Name

Staff Signature

Date



# **Rights of Persons Served Policy- Client Form**

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## **Purpose of the Policy**

To ensure that all clients served have a clear understanding of their rights, PATH will communicate and share these rights in a manner that is meaningful to each individual. These rights will be shared prior to the beginning of, or at the initiation, of service delivery and will be reviewed annually if clients served are in a program for longer than one year.

## **Procedure**

The Rights of Persons Served will be available for review and clarification at all times. During the intake process, clients served will be asked to read and sign a copy of this policy. This form will be kept in the central client file. Each PATH program will identify and address the unique and specific issues of the clients served to ensure and support their engagement in their individualized service plans.

## **PATH policies and procedures will reflect promotion of the following rights of the clients served:**

- The right to be treated with courtesy, dignity, and respect.
- The right to privacy and confidentiality, except for legal and ethical limitation, or when the client has given informed consent to obtain or release information.
  - The right to privacy pertaining to self, home, and family. No client shall be compelled or pressured to disclose more than they are comfortable disclosing.
- The right to have services provided in a culturally sensitive manner.
- The right to freedom from discrimination on the basis of race, color, ancestry, place of origin, gender, religion, sexual orientation, disability, family composition, or social status.
- The right to freedom from physical abuse, sexual abuse, harassment, physical punishment, emotional abuse and neglect.
- The right to freedom from psychological abuse, including humiliation, threats, and any exploitation for financial gain.
- The right to informed choice.
- The right to be provided with relevant information to facilitate positive decision-making.
- The right to be considered the experts in their own life experience which will be demonstrated by:
  - Gathering information primarily from the client in assessment of the issues.
  - Including the client in planning services and setting goals, and in regular review of those goals.
  - Accepting the client's decision to participate in or to refuse some or all services offered.
- The right to refuse all or part of services or to leave services at any time.
- The right to have access to the client's personal information in their file under the following parameters:
  - All records and files are the property of PATH. The client may have access to information in their service file, under the supervision and with support of their PATH case manager, or supporting staff member. Requests to review client files must be made in writing. Additionally, requests to share information in client files with a third party must be made in writing with client consent.

- o PATH staff may withhold information in the file from the client if: it is information provided by a third party and that party has not consented to the client viewing the information; or the staff believes the information would be detrimental to the well-being or best interest of the client.
- o PATH staff may provide a copy of the file information to the client, rather than the actual file, if the client requests a copy of the information. All copy and mailing requests are subject to a reasonable charge absorbed by the client for copying and mailing expenses.
- o All requests of client file review and copies will be logged on a tracking sheet, where client signature is required.
- The right to file a formal grievance regarding services received without fear of retaliation, if informal conflict resolution is not satisfactory.
  - o A formal grievance may also be filed for alleged infringement of rights, without fear of retaliation. An investigation and resolution of the alleged infringement of rights will be conducted in a timely manner by PATH management.
- The right to informed refusal or expression of choice in regards to the services the client participates in, such as: the refusal to release information, to participate in concurrent services, and the composition of the service delivery team. In refusing any of the above, the client is informed by PATH staff how their refusal may affect and limit the services they may receive from PATH.
- The right to participate or refuse participation in any research project.
  - o PATH is occasionally approached by organizations conducting their own research projects that our clients have the right to participate in on their own behalf. If a client chooses to participate the client must sign a consent form prepared by the organization conducting the research.
  - o PATH does not conduct its own research involving clients, with the exception of Outcome Evaluation Data Collection in which anonymity of participants is secured.
- The right to access advocacy and self-help services.
  - o PATH maintains resources of other community services and referrals are made when requested or deemed appropriate. PATH may assist the client to establish the first connection by phoning to set up an appointment.
- The right to access information on legal resources to obtain appropriate legal representation.
  - o Clients who may wish to know information pertaining to their legal rights. PATH will refer these clients to the appropriate legal entity.

## Client Acknowledgement

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client initial \_\_\_\_\_ confirming that they have received a copy

**This policy and procedure outlines the steps by which a client may seek resolution to a grievance within PATH programs. These procedures should also be used when a client has a grievance relating to an individual living within their same house or residential unit in the El Sereno (Caltrans) Transitional Housing Program. If the client chooses, they may have an advocate of their choosing assist them throughout the grievance procedure. PATH will communicate directly with the client regardless of whether the client has chosen to have an advocate assist them.**

When a client has a grievance the proper reporting protocol is as follows:

- 1 The client is to first discuss the issue with their assigned staff member (i.e. case manager, employment specialist, housing navigator, etc.). If the assigned staff member is not available, the client should bring the information to program management.
- 2 If the issue being discussed pertains to their assigned staff member, the client should bring the information to program management. An. If the issue is not resolved from the initial discussion, the following steps should be taken in the order outlined below:
- 3 A request in writing, using the designated grievance form, needs to be submitted to the Associate Director, Andrew Hyvonen (can be contacted at [andrewh@epath.org](mailto:andrewh@epath.org)). The Program Manager will investigate the matter, including the gathering of facts, obtaining statements from other participants or staff, etc. The client will receive a written decision within 72 hours of receipt of the form. To the extent possible and when appropriate, the program manager may meet with the client in person to review the grievance and written decision in a confidential area, which may be identified as management's office or a PATH conference room. If the client does not feel he/she received a satisfactory response/resolution, the next step should include:
- 4 A request in writing, in the form of a letter, to the Program Director, Tiffany Shirley (can be contacted at [tiffanys@epath.org](mailto:tiffanys@epath.org)) explaining the grievance and requesting a meeting to seek resolution. This letter must be submitted to the Program Director within three standard business days of response from the Program Manager. Within three standard business days of receipt of the letter, the client will be invited to meet with the Program Director to discuss the grievance in a confidential area, which may be identified as the Director's office or a PATH conference room. Prior to the meeting, the Director will investigate the matter, as described previously. A written decision will be drafted at the time of the meeting with a copy given to the client. If the client does not feel he/she received a satisfactory response/resolution, the next step should include:
- 5 A request, in writing, in the form of a letter, to the Chief Program Officer, Tescia Uribe (can be contacted at [tesciaU@epath.org](mailto:tesciaU@epath.org) or 323-644-2229), explaining the grievance and requesting a meeting to seek resolution. This letter must be submitted to the Chief Program Officer within three standard business days of response from the Program Director. Within three standard business days of receipt of the letter, the client will be invited to meet with the Chief Program Officer, at a mutually agreeable

time, to discuss the grievance in a confidential area, which may be identified as the Officer's office or a PATH conference room. Prior to the meeting, the Chief Program Officer will investigate the matter, as described previously. A written decision will be drafted at the time of the meeting with a copy given to the client. If the client does not feel he/she received a satisfactory response/resolution, the next step should include:

- 6 The client's right to review the written decision of the Chief Program Officer through a mediation or dispute resolution service. PATH will provide assistance with this step, including referral to mediation and scheduling a mutually acceptable date and time for all parties to meet. PATH will fully participate in the mediation/dispute resolution process and encourages the client to do so as well. The client may elect to use the following cost free resolution service:

**Office of the Los Angeles City Attorney Dispute Resolution Program City Hall**

200 North Spring Street, 14<sup>th</sup>  
Floor Los Angeles, CA 90012

O: (213) 978-1880

F: (213) 978-1312

E: mediate@lacity.org

If the client chooses to use the Dispute Resolution Services for mediation for a decision, this mediation will be the final, binding resolution of the grievance. However, if the client believes that PATH has not followed this established Grievance Policy in hearing and attempting to resolve the grievance, the client has the right to:

- 7 File a due process appeal with HACLA, within 48 hrs. of receiving the written decision from the dispute resolution or mediation meeting. The client will be assisted in filling out and submitting the HACLA Grievance Resolution Appeal Form. PATH will either provide a stamped envelope address to HACLA or fax the form directly to HACLA depending on the client's choosing. All completed HACLA Grievance Resolution Appeal Forms will be submitted to:

**Housing Authority of the City of Los Angeles**

Attn: Asset Management

2600 Wilshire Blvd., 4th  
Floor Los Angeles, CA  
90057

HACLA Fax Number: 213-252-8854

[AssetDevelopment@hacla.org](mailto:AssetDevelopment@hacla.org)

- 8 In the event of a grievance that is filed due to a termination from PATH Services, the termination will be in effect until all procedures have been followed and a final resolution has been made. Client will not be able to access any services within PATH programs if terminated from services. We will provide the client with a referral to other programs if requested at the time case management is terminated. PATH wants to resolve any and all problems concerning client's participation in PATH's programs in a fair, prompt, and efficient manner.



- 9 A copy of filed grievances with written resolution or disposition of said grievance will be kept within the program department in a separate grievance file.

These procedures are given to all clients at intake, and the signed client acknowledgement of the procedures is placed inside client's file.

I have read all points of the grievance procedure. PRINT CLIENT NAME

CLIENT SIGNATURE

DATE\_

**\*PATH Staff:** *Please provide a copy of the signed Grievance Procedure to all clients.*

Client's initials for received copy: \_\_\_\_\_

STAFF SIGNATURE\_

DATE \_

## PATH's Confidentiality Policy

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At PATH, we believe our relationship with you is of utmost importance and we value the opportunity to maintain a trusting and collaborative partnership. We commit to keeping everything you share with us confidential. There are, however, a few instances where we may communicate private information about you to a third party:

- 1 If you sign a Release of Information form and ask us to share personal information about you with another entity. We often work together to communicate with your medical providers, social service providers, etc. and this communication helps ensure you receive the most seamless and comprehensive care possible. You choose the specifics of what is shared and our PATH staff abide by your preferences.
- 2 PATH staff are required by law to report any suspected or known child abuse to the designated authorities.
  - 2.a The CA Penal code defines child abuse as an injury that is inflicted by other than accidental means on a child by another person. This includes: Physical abuse, Emotional abuse, Sexual abuse (assault or exploitation), and Neglect.
  - 2.b Child abuse does not include: - Public fighting between minors or spanking that is reasonable and age appropriate and does not expose the child to risk of serious injury
- 3 PATH staff are required by law to report any known or suspected elder or dependent adult abuse to the designated authorities.
  - 3.a Abuse of an elder or dependent adult is defined as the following: Physical abuse (includes sexual abuse), Neglect, Financial abuse, Abandonment, Isolation, Abduction, Deprivation of goods or services that are necessary to avoid physical harm or mental suffering
- 4 Your safety and the safety of those around you is important to us. PATH staff are required by law to report suspected or known threats to your safety or that of those around you.
  - 4.a If you express you have the intent, means, and a plan to harm yourself we will take the necessary steps to ensure your physical safety.
  - 4.b If you express you have the intent, means, and a plan to harm somebody else, we will take the necessary steps to ensure that individual's safety.

**By signing below, I acknowledge that I have read and understand PATH's Confidentiality Policy:**

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Your Name

Signature

Date



**GREATER LOS ANGELES**  
**HOMELESS MANAGEMENT INFORMATION SYSTEM**  
**(LA HMIS) CONSENT TO SHARE PROTECTED**

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**PERSONAL INFORMATION**

The LA HMIS is a local electronic database that securely record information (data) about clients accessing housing and homeless services within the Greater Los Angeles County. This organization participates in the HMIS database and shares information with other organizations that use this database. This information is utilized to provide supportive services to you and your household members.

**What information is shared in the HMIS database?**

We share both Protected Personal Information (PPI) and general information obtained during your intake and assessment, which may include but is not limited to:

- Your name and your contact information
- Your social security number
- Your birthdate
- Your basic demographic information such as gender and race/ethnicity
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your self-reported medical history, including any mental health and substance abuse issues
- Your case notes and services
- Your case manager's contact information
- Your income sources and amounts; and non-cash benefits
- Your veteran status
- Your disability status
- Your household composition
- Your emergency contact information
- Any history of domestic violence
- Your photo (optional)

**How do you benefit from providing your information?**

The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members. By sharing your information, you may be able to avoid being screened more than once, get faster services, and minimize how many times you tell your 'story.' Collecting this information also gives us a better understanding of homelessness and the effectiveness of services in your local area.

**Who can have access to your information?**

Organizations that participate in the HMIS database can have access to your data. These organizations may include homeless service providers, housing groups, healthcare providers, and other appropriate service providers.

## How is your personal information protected?

Your information is protected by the federal HMIS Privacy Standards and is secured by passwords and encryption technology. In addition, each participating organization has signed an agreement to maintain the security and confidentiality of the information. In some instances, when the participating organization is a health care organization, your information may be protected by the privacy standards of the Health Insurance Portability and Accountability Act (HIPAA).

## By signing below, you understand and agree that:

- You have the right to receive services, even if you do not sign this consent form.
- You have the right to receive a copy of this consent form.
- Your consent permits any participating organization to add to or update your information in HMIS, without asking you to sign another consent form.
- This consent is valid for seven (7) years from the date the PPI was created or last changed.
- You may revoke your consent at any time, but your revocation must be provided either in writing or by completing the *Revocation of Consent* form. Each Participating Organization that entered information into HMIS will continue to have access to your PPI, but the information will no longer be available to any other Participating Organization.
- The Privacy Notice for the LA HMIS contains more detailed information about how your information may be used and disclosed. A copy of this notice is available upon request.
- No later than five (5) business days of your written request, we will provide you with:
  - o A correction of inaccurate or incomplete PPI
  - o A copy of your consent form
  - o A copy of your HMIS records; and
  - o A current list of participating organizations that have access to your HMIS data.
- Aggregate or statistical data that is released from the HMIS database will not disclose any of your PPI.
- You have the right to file a grievance against any organization whether or not you sign this consent.
- You are not waiving any rights protected under Federal and/or California law.

## Right to Make Corrections

If you believe that your PPI in HMIS is incorrect or incomplete, you have the right to request a correction. To ask for either of these changes, send a written request, including the reason why you believe the information is incorrect or incomplete, to the HMIS Administrator of the organization that entered the information into HMIS. The organization may turn down your request if the information:

- Was not created by the organization you are requesting the change from;
- Is not part of the information that you would be allowed to look at and copy;
- Is related to another individual;
- Is found to be correct and complete.
- Is otherwise protected by law.

However, if your request for correction is denied, you have the right to request that the following language is entered next to a particular entry: "The participant disputes the accuracy of this entry."

**SIGNATURE AND ACKNOWLEDGEMENT**

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your minor children (if any), entered into the HMIS database. You also consent to share your information with other participating organizations as described in this consent form.

**I consent to sharing my photograph. (Check here)**

Client Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Last 4 digits of SS \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Head of Household (Check here)**

**Minor Children (if any):**

Client Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Last 4 digits of SS \_\_\_\_\_ Living with you?

(Y/N) Client Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Last 4 digits of SS \_\_\_\_\_ Living with you?

(Y/N) Client Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Last 4 digits of SS \_\_\_\_\_ Living with you?

(Y/N)

\_\_\_\_\_

**Print Name of Organization Staff**

\_\_\_\_\_

**Print Name of Organization**

\_\_\_\_\_

\_\_\_\_\_

**Signature of Organization Staff**

**Date**



**Family Solutions Center (FSC)**

**Two-Way Gram**

**SECTION A** (To be completed by the referring FSC Staff)

To (HCM or BWS-LOD Staff):	Date:
From (FSC Agency Name):	FSC Staff Name:
FSC Staff Telephone Number:	FSC Staff Fax Number:

**SECTION B** (To be completed by the referring FSC Staff)

Adult Participant Name (Please Print):	SSN (Last four digits only):
Birthdate:	Telephone Number:
Other Adult Name:	SSN (Last four digits only):
Birthdate:	Telephone Number:
Families Immediate Housing Need: <input type="checkbox"/> Emergency Shelter <input type="checkbox"/> Move-In Assistance <input type="checkbox"/> Eviction Prevention <input type="checkbox"/> Rental Subsidy Assistance	

**SECTION C** (To be completed by the HCM or BWS-LOD)

<p><b>Date Two-Way Gram Received:</b></p> <p><b>Date returned to FSC:</b> _</p> <p><b>The participant has the following Homeless Programs and Services potentially available:</b></p> <p>Temporary Homeless Assistance <span style="float:right"><input type="checkbox"/></span></p> <p>Emergency Assistance to Prevent Eviction <span style="float:right"><input type="checkbox"/></span></p> <p>Permanent Homeless Assistance <span style="float:right"><input type="checkbox"/> 4-Month</span></p> <p>Rental Assistance</p> <p>Moving Assistance</p> <p>Temporary Homeless Assistance Program (THAP)+14</p>
---

**No Homeless Programs/Services Available**

If currently accessing any of the above programs or services, please list below:

\_\_\_\_\_

**SECTION D** (To be completed by the HCM or BWS-LOD)

**The participant has been scheduled for an appointment with DPSS as follows:**

Apply for CalWORKs  Apply for Homeless/At-Risk Programs  Referred to Homeless Services

Resolve GAIN-related issue/s

DPSS          District/GAIN          Regional          Office:

DPSS Case

#: \_

Date of

Appointment:

Time of

Appointment: \_

Name of EW/HCM/

TEMP 2235 (06/20)

HSS

GSW:

Telephone #:

FAMILY SOLUTIONS CENTER (FSC) CONSENT AND RELEASE AGREEMENT

- 1 I understand that provisions of law, including but not limited to Welfare & Institutions Code Section 10850, protect the identity of applicants and participants of public assistance and also protect the unauthorized release of confidential welfare information that is not directly connected to the Department of Public Social Services (DPSS).
- 2 I have been told that the County of Los Angeles wants to use my information to assist DPSS and other agencies to expand and coordinate services, create interagency partnerships, and to be more effective in their service delivery to my family.
- 3 I understand that if I sign this agreement, DPSS may share the information on my CalWORKs case with the FSC agency, to provide services to my family .
- 4 I voluntarily consent and authorize DPSS, its agents and employees to share the information on DPSS computer systems used to determine eligibility to DPSS programs. I understand and agree that I will receive no money or other benefits from the County of Los Angeles or any other party as a result of consenting to the release of such information.
- 5 I agree to release DPSS, its agents and employees from any liability whatsoever, including for injuries, damages and losses, known or unknown, resulting from sharing the information with other County Departments and FSC agencies with which the County works together as part of the FSC Program.
- 6 I acknowledge that before signing this consent and release agreement, I have carefully read and fully understand its terms.
- 7 This Consent and Release Agreement shall expire one year from the date of my signing this release form.
- 8 I understand that if I agree to sign this Consent and Release Agreement, which I am not required to do, I must be provided with a signed copy of the form . **I understand that signing this form is completely voluntary and that I may refuse to sign this form. I also understand that my benefits will not be penalized in any way, if I refuse to sign this form.**
- 9 I understand that I have the right to cancel this agreement at any time by saying so in writing. I also understand that doing this will not change or cancel any information that was shared before it was cancelled .

I \_\_\_\_\_ give permission to \_\_\_\_\_ at \_\_\_\_\_  
Name of Client (Print Name) Name of FSC Agency FSC Agency  
Address

to release my information.

\_\_\_\_\_  
Client Signature                      Witness Signature                      Date

\_\_\_\_\_  
Witness (Print Name)/Job Title





# HOUSING AUTHORITY

OF THE CITY OF LOS

ANGELES

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

2600 Wilshire Boulevard • Los Angeles, California 90057 • (213) 252-2500

TTY (213) 252-5313

## GRIEVANCE / TERMINATION APPEAL FORM

This form is used to appeal PATH grievance and program termination decisions.

### INSTRUCTIONS TO CLAIMANT

- 1 Before submitting an appeal through HACLA, you must have completed PATH's entire grievance process (unless termination has already occurred).
- 2 Please complete this entire form to the best of your ability.
- 3 Attach any records that will support your claim
- 4 Retain a copy of this document for your records.
- 5 Upon submission of this form, PATH will have 10 calendar days to respond to HACLA.

### Participant Information

**Full Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Last*

*First*

*M.I.*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Appeal Information

**Provider:** PATH

**Type of appeal you are filing today?**

Termination Appeal

Grievance Determination

**Do you have any supporting documentation?**

Yes

No

## Grievance Determination Appeal

Date grievance was originally filed: \_\_\_\_\_

Date determination was received: \_\_\_\_\_

Have you gone through your provider's appeal process?  No

Yes

## Termination Appeal

Date you were terminated from the program: \_\_\_\_\_

Have you physically left the program?

Yes

No

Have you been "Exited" from the program?

Yes

No

Have you gone through PATH's appeal process?

Yes

No

## Appeal Details

In the space below, give specific reasons for your appeal. (Use additional sheets if necessary)

I acknowledge that I have completed PATH's grievance process and that the documentation that I have provided is true and accurate to the best of my knowledge.

---

Participant Signature

---

Date

**GRIEVANCE / TERMINATION APPEAL FORM CONTINUED**

**Please submit this form, along with any necessary documentation to:**

<b>U.S. Mail</b>	<b>Email</b>	<b>Fax</b>
HACLA Attn: Asset Management 2600 Wilshire Blvd, 4th Floor Los Angeles, CA 90057	<a href="mailto:AssetDevelopment@hacla.org">AssetDevelopment@hacla.org</a>	(213) 252-8854

It is the policy of the Housing Authority of the City of Los Angeles that no person shall, on the basis of race, color, sex, marital status, religion, creed, ethnic origin, national origin, age, disability, ancestry, arrest/court record, sexual orientation, be subjected to discrimination, excluded from participation in, or denied the benefits of homeless programs.

**EXHIBIT B**  
**MOVE-IN CHECKLIST**

**MOVE-IN / INITIAL / MOVE-OUT / ANNUAL INSPECTION REPORT**

<b>NAME OF FAMILY</b>	<<TenantFirstLast>>	<b>DATES:</b>	
<b>UNIT NUMBER:</b>	<<UnitCode>>	<b>MOVE IN:</b>	<<MoveIn>>
<b>No. of Bedrooms:</b>	<<Bedrooms>>	<b>ANNUAL:</b>	
<b>No. of Bathrooms:</b>	<<Bathrooms>>	<b>INITIAL INSPECTION:</b>	
		<b>MOVEOUT:</b>	

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

**CODES:** **NCC** - Needs complete cleaning; **REP** - Replace; **SC** - Needs spot cleaning; **SP** - Needs spot painting;  
**RPR** - Needs repair; **PT** - Needs painting; **SCR** - Scratched; **CLN** - Clean; **NEW** - New

<b>KITCHEN</b>	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection	<b>BEDROOM-1</b>	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
<b>STOVE</b>				carpet			
burners				doors			
drip pans				blinds/screens			
oven/clock				ceiling			
racks				walls			
broiler pan				window			
range hood				electrical fixtures			
light / fixtures				smoke detectors			
light				<b>BEDROOM-2</b>			
<b>REFRIGERATOR</b>				carpet			
model				doors			
serial #				blinds / screens			
door / gasket				ceiling			
<b>GARBAGE DISPOSAL</b>				walls			
<b>COUNTER AREA</b>				window			
counter top				electrical fixtures			
sink				smoke detectors			
drains				<b>BEDROOM-3</b>			
faucets				carpet			
<b>CABINETS</b>				doors			
upper				blinds / screens			
lower				ceiling			
drawers				walls			
<b>WINDOWS</b>				window			
blinds				electrical fixtures			
screens				smoke detectors			
glass				<b>CAPITAL IMPROVEMENT RATINGS: ESTIMATE 1 TO 5 YRS</b>			
<b>FLOOR</b>				CARPET			
vinyl				FLOORING			
				APPLIANCES			

carpet				CABINETS			
<b>MECHANICAL</b>				APPLIANCES			
heater / furnace				PAINT UNIT IN #			
thermostat				YEARS			
smoke detector-1				<b>HALLWAY</b>			
smoke detector-2				stairs			
				stair railing			
<b>LIVING ROOM</b>				smoke detector			
carpet				<b>BATHROOM-UP</b>			
entry way				sink/cabinet/counter area			
glass window				medicine cabinet			
blinds				towel rack			
coat closet				faucet			
screens				electrical / fixtures			
walls				floor			
smoke detector				exhaust fan			
doors				Tub			
				<b>BACK YARD/PATIO</b>			
				vertical blinds			
				screen door			
				yard/fence/gate			

**CODES:** **NCC** - Needs complete cleaning; **REP** - Replace; **SC** - Needs spot cleaning; **SP** - Needs spot painting;  
**RPR** - Needs repair; **PT** - Needs painting; **SCR** - Scratched; **CLN** - Clean; **NEW** - New

<b>BATHROOM-DOWN</b>	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection	<b>KEYS ISSUED</b>	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection	<b>FURNITURE ISSUED</b>
sink/cabinet/counter area				entry - mastered y or n				Living Room
medicine cabinet				laundry room				BEDROOM 1
towel rack				security/master y/n				BEDROOM 2
faucet				mail box				BEDROOM 3
electrical fixtures				<b>COMMENTS</b>				KITCHEN
floor				Please, see attachment for furniture inventory				Other
walls								
exhaust fan								

**I hereby certify that the foregoing report correctly represents the condition of the above identified dwelling. I have inspected the apartment and found this unit to be in decent, safe and sanitary condition.**

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Management Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Move-in**

This unit is in decent, safe and sanitary condition. Any deficiencies identified in this report will be remedied within 30 days of the date the resident moves into the unit.

Manager's Signature/Date \_\_\_\_\_

I have inspected the apartment and found this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

Resident's Signature/Date \_\_\_\_\_ Resident's Signature/Date \_\_\_\_\_

**Move-out**

\_\_\_\_\_  
Manager's Signature/Date

- Agree with move-out inspection
- Disagree with move-out inspection

If disagree, list specific items of disagreement. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Resident's Signature/Date

\_\_\_\_\_

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Residents' possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of tenancy.

A final itemized statement will be sent to you within 3 weeks (21 days) after the Owner/Agent has regained possession of the premises.



<b>Name:</b>		<b>Name:</b>	
<b>Address:</b>		<b>Address:</b>	
City,St,Zip		City,St,Zip	
<b>Contact:</b>		<b>Phone:</b>	
<b>Phone:</b>		<b>Case Mgr</b>	
<b>Email:</b>		<b>Phone:</b>	
	<b># people in household:</b>		<b># of bedrooms:</b>

DATE:

QTY	DESCRIPTION
	Sofa
	Add Chair
	Cocktail Table & End Table
	Lamp
	TV Stand
	32" Flat Screen TV
	Dining Table & 4 Chairs
	Dining Table & 6 Chairs
	Dresser (6 Drawer), Nightstand, Head Board
	Chest
	Single Night Stand
	Single Head Board - Twin
	Lamp
	Twin Mattress
	Twin Metal Frame Only
	Twin Pre-Leased Mattress
	Twin Bed Bug Mattress Cover
	Queen Mattress
	Queen Metal Frame Only
	Queen - Preleased Mattress
	Queen Bed Bug Mattress Cover
	Pillow Top Mattress (Soft)
	Queen Orthopedic Mattress Firm
	Twin Bolt Zero Bunk Bed & Basic Bunk Mattresses
	Twin Bolt Zero Bunk Bed & Upgraded Macy Mattresses

<b><u>Signature</u></b>				
<b><u>Date</u></b>				