

MIAMI-DADE COUNTY HOMELESS TRUST
CONTINUUM OF CARE
GRIEVANCE STANDARDS FOR SUPPORT SERVICES ONLY
AND PERMANENT HOUSING

I. PURPOSE OF GRIEVANCE STANDARDS AND PROCEDURES

The Miami-Dade Continuum of Care (CoC) Grievance Standards establish minimum requirements for CoC-funded providers' grievance policies and procedures, and also set forth the Miami-Dade County Homeless Trust's process for addressing applicant and participant grievances when unresolved at the CoC provider level (collectively, "Grievance Standards"). *Nothing herein shall limit the rights of a program participant or CoC provider to avail itself of their rights and /or remedies under applicable law, including without limitation access to law enforcement and/or the judicial system.*

The Grievance Standards apply to CoC-funded providers, including those funded by U.S. HUD's Continuum of Care and Emergency Solutions Grant (ESG) Programs, the State of Florida, and through the local Food & Beverage Tax (F&B), administered by the Homeless Trust.

The Homeless Trust will monitor CoC providers to assure that CoC providers have established a written grievance process pursuant to which a program participant may raise concerns or complaints ("Grievance Procedures") meeting these Grievance Standards, and that the standards are posted or otherwise readily available to program participants. The Homeless Trust will also provide a process for a program participant, as described below, whereby a participant may request the Homeless Trust review the decision made by a CoC provider in regard to a program participant who has exhausted the CoC Grievance Procedures as relates to the termination of such participant's participation in the CoC provider's program.

These Grievance Standards are not intended to dictate the content of or change the program rules, policies or procedures and/or agreements between a CoC provider and their participants, nor the consequences of violation(s) of such rules and/or agreements, including a CoC provider's Grievance Procedures. The Homeless Trust acknowledges the prerogative of each CoC provider to establish its program rules, policies, procedures and agreements, including Grievance Procedures, recognizing programs in the continuum of care vary widely, as do the special needs of program participants, program designs, operating risks, safety issues, liabilities, contractual commitments, and need to comply with laws relevant to those programs.

Any proposed changes to these Grievance Standards must provide for at least 30 days' notice to CoC providers, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the Homeless Trust and Services Development Committee before any revisions are made. In the event a CoC provider feels the Grievance Standards provided herein, or any proposed changes, cannot be adhered to by reason of their program's rules, policies, procedures, written agreements, insurance underwriting requirements, program fidelity, operating risk, safety, liability and/or applicable law, the provider shall notify the Homeless Trust and both parties shall work together to try and resolve such concerns in a way that is mutually satisfactory. If the Homeless Trust and such CoC provider do not find a mutually satisfactory resolution, either party shall have the right to terminate their agreements for services to be provided.

a. Denial of Services at Time of Referral

Every CoC provider participating in the Coordinated Entry (CE) process is required to follow Housing First practices offering low barriers to program entry. When a provider refuses a CE referral, they shall document the rationale for not offering the service using *Attachment A*. Where reasonably practicable the provider shall provide a copy of *Attachment A* to the applicant. For PSH referrals, the provider shall provide a copy of *Attachment A* to the Homeless Trust Housing Coordinator. Participants referred through the CE process that are denied services are subject to the grievance processes establish herein in section *II. a. Grievances For Homeless Trust Consideration*.

b. Restorative Practices

The Miami-Dade County Continuum of Care will train contracted providers and staff on restorative practices to address conflict. Restorative practice is a social science that integrates developments from a variety of disciplines and fields including education, psychology, and social work in order to build healthy communities, decrease crime and antisocial behavior, repair harm and restore relationships. Restorative circles and restorative conferences allow clients and program staff to come together to explore how everyone has been affected by an offense and, when possible, to decide how to repair the harm caused by the offense.

c. Provision of Program Rules

Every CoC provider shall establish basic program rights, rules, policies and procedures for programs (which may vary according to the particular program in the CoC provider's discretion), including grievance procedures, and provide a copy thereof to the Homeless Trust.

Program participants' agreements, rules, rights, and procedures, including the Grievance Procedures, must be provided to a program participant in their preferred language, signed by the program participant, kept in the program participant's file, with a copy provided to the participant. If a program participant is unable to read, all documents must be read to such program participant, in their preferred language of English, Spanish or Creole.

Participants must be advised upon intake that violation of the participant's program agreement and/or program rules, policies and procedures may lead to termination from a CoC provider's program.

d. Complaint and Conflict Resolution

CoC providers are encouraged to use trauma-informed and best practices in conflict resolution to address concerns and complaints of either the participant or provider. Such practices may include, but are not limited to restorative practices, crisis prevention intervention, restorative practices, counseling, and/or other practices sensitive to participants' behavioral health and other needs, taking into account the rights and needs of other program participants and CoC provider's program rules, policies, procedures, written agreements,

program fidelity, provider contractual requirements, operating risk, safety, liability and/or applicable law. Such practices may be employed in tandem with the provider's Grievance Procedures.

Where reasonably practicable, the Grievance Procedures of a CoC provider should include an opportunity for a program participant to submit their concerns or complaints in writing to a designated staff member of the CoC provider with professional training in conflict resolution and/or behavioral health. Where reasonably practicable, the CoC provider should undertake reasonable efforts to investigate such written concerns or complaints, including if practicable an in-person meeting with the program participant and one or more professionals trained in behavioral health and/or conflict resolution. To the extent unresolved, multiple levels of internal counseling and review may occur with professionals, and include if reasonably practicable, appeal to a designated supervisory level staff member within the CoC provider. Efforts should be made where reasonably practicable to advise the program participant of action taken by the CoC provider to resolve the concern or complaint, subject to privacy (including but not limited to HIPAA) requirements of other program participants, safety concerns, and other legal and contractual requirements and program considerations of the CoC provider. Whenever a participant expresses concerns about another program member, it is acknowledged that for safety, privacy and other legal and practical considerations, the program participant may not be advised of the detailed actions taken with the other member.

While CoC providers are encouraged to exercise their rights to terminate a program participant sparingly, it is acknowledged that CoC providers are entitled to exercise their good faith discretion and judgment and examine all extenuating circumstances in terminating a program participant, including without limitation, 1) threats, or actions, which CoC provider believes may compromise the safety and/or security of the program participant, other participants, staff, volunteers, and/or 2) activity that may be contrary to the non-violence and/or no abuse policies of the program provider or otherwise abusive or violent or violate applicable law. Where a CoC provider believes it is safe and reasonable practice to do so, the CoC provider should endeavor to provide a program participant with written notice of termination of participation in such CoC provider's program and specifying the cause, in reasonable detail, for such termination.

Nothing herein shall limit the rights of a program participant or CoC provider to avail itself of their rights and /or remedies under applicable law, including without limitation access to law enforcement and/or the judicial system.

e. Training

The Homeless Trust will offer annual training for CoC providers to assist them in staff training and building capacity within their agencies.

II. GRIEVANCE PROCESS

A grievance is an unresolved complaint by a program participant about the actions or omissions of the CoC provider directly concerning the program participant, following the participant's exhaustion of the CoC provider's Grievance Procedures. Grievances can relate to the operation of a facility but only as it pertains directly to the program participant and

cannot be for the purposes of changing the CoC provider's program basic rules, policies, procedures and/or written agreements, including Grievance Procedures. Grievances can also be the result of the belief that a program participant has not violated the rules, policies, procedures and/or agreements of a CoC provider, or a decision by the CoC provider to refuse or terminate services to the program participant.

For privacy and safety reasons, grievances pertaining to the acts or omissions of other program participants within a CoC provider's program are not appropriate for this review process. Further, in the event of alleged criminal misconduct by a CoC provider, staff or other program participants, a program participant should avail itself of the remedies provided by applicable law, including law enforcement and/or the judicial system. Nothing herein is intended to preclude a program participant from otherwise availing itself of rights and remedies under applicable law, via law enforcement, the judicial system or otherwise.

After exhausting the grievance procedures of a CoC provider, a program participant may request the Homeless Trust investigate their complaint and the decision of the CoC provider in regard to such complaint in accordance with this grievance process. The grievance process offered by the Homeless Trust is an informal one intended to provide a program participant with the opportunity to achieve a mutually satisfactory resolution of their complaint by the airing of information, concerns and considerations of all parties in furtherance of achieving a resolution satisfactory to both the program participant and the CoC provider, each in their sole discretion, in accordance with restorative justice practices. In this way, the Homeless Trust desires to serve as an informal, non-binding mediator in such circumstances, utilizing best practices, to obtain the consent and agreement of all parties as a means of conflict resolution, recognizing that the courts and judicial system already provide a venue and means for resolution of disputes in more formal, binding determination of rights and responsibilities. With restorative practices, the further review and resolution of grievances by the Homeless Trust and willing participants on all sides is intended to provide a trauma informed, sensitive and workable solution for all concerned. As with all restorative practices, the willing participation of all parties and a commitment to non-violent, respectful communications are a prerequisite.

A. Request for CoC Restorative Grievance Review and Process

A program participant desiring to avail itself of this review and grievance process shall submit their request in writing to the Homeless Trust's Executive Director. The written request must be on the form prescribed by the Homeless Trust for such purposes and include:

1. The participant's name and date of birth.
2. The participant's original complaint to the CoC provider and the outcome of that complaint, in reasonable detail.
3. A full release of information (in compliance with HIPAA on the form prescribed by the COC provider and Homeless Trust) signed by the applicant or participant, authorizing the CoC provider to share the program participant's file with the Homeless Trust, in addition to any all other information the CoC provider may have in regard to the complaint and/or program participant that the CoC provider deems necessary, appropriate or desirable for the Homeless Trust review.

B. Threshold Review for Compliance with Grievance Standards and Process

Upon receipt of the program participant's request for review of a CoC provider's decision or actions following exhaustion of the Grievance Procedures in accordance with this restorative grievance process, the Homeless Trust Executive Director will first determine that the program participant exhausted the CoC provider's grievance process and that the CoC provider complied with its own process and that such process complied with these standards. The Homeless Trust Executive Director may request documentation from the parties as may be necessary to conduct this threshold review.

In the event that the Homeless Trust finds that either party failed to comply with the CoC provider's Grievance Procedures or these Grievance Standards, the Homeless Trust will provide a written explanation of the non-compliance to both parties and action required before the Homeless Trust will offer the program participant's and CoC provider this restorative grievance process.

C. Restorative Conferencing Grievance Process

The Homeless Trust shall designate a third party professional trained in behavioral health (LMHC, LCSW, LMFT, or PsyD) and certified in restorative justice practices to lead and serve as an impartial mediator for implementation of the review and restorative justice process. The Homeless Trust Executive Director, or their designee shall also participate in the restorative justice process. Participation is entirely voluntary and by agreement and in the sole discretion of all parties.

Provided the requirements for implementation of the restorative grievance process are satisfied, the mediator shall schedule a restorative justice meeting within ten (10) business days of receipt of the program participant's request for review and agreement to participate in the restorative justice process. All parties will know the outcome of the restorative process as a result of their participation in the process. It is hoped that by utilization of these best practices for resolutions of conflicts and disputes, all parties will find greater learning, sensitivity and satisfactory solutions to grievances in a respectful environment of collaboration and mutual cooperation.

In the event a program participant fails and/or refuses to participate in the restorative justice process after submitting a request for review of a CoC provider's decision or actions, they shall be deemed to have withdrawn their request for review by the Homeless Trust and exhausted their remedies administratively. Nothing herein shall limit the rights of a program participant or CoC provider to avail itself of their rights and/or remedies under applicable law, including without limitation access to law enforcement and/or the judicial system.

D. Grievance Panel Outcome

The Homeless Trust Executive Director, or their designee, shall make every effort to ensure program participants filing grievances do not return to homelessness. This may include:

1. A mutually agreed upon order of stay in the program were the complaint initiated, or
2. A transfer into a program that can meet the needs of the household who filed the grievance.

E. Additional requirements for Termination of RRH or PSH Assistance.

The following provisions also govern terminations of RRH or PSH assistance.

1. In the event of terminations of PSH, RRH, TH assistance or other rental assistance and housing relocation and stabilization assistance funded by ESG, a Stay of Action is issued until the grievance process is completed, except for automatic terminations for violent or criminal behavior or other behavior posing immediate risk to the health and safety of other residents and/or staff.
2. A participant may not be terminated for refusing services or terminating participation in services.
3. Use of alcohol or drugs in and of itself and other behavioral health issues (without other serious lease violations or a pattern of lease violations) are not considered a reason for eviction from housing provider-managed housing or termination from a program (unless sober living PSH program).
4. Underlying issues leading to difficulties with lease compliance must be taken into consideration as mitigating factors against termination.
5. Tenants in permanent supportive housing must be given reasonable flexibility in paying their tenant share of rent (after subsidy) on time and offered special payment arrangements (e.g. a payment plan) for rent arrears and/or assistance with financial management (including representative payee arrangements) whenever possible.