

Before Starting the CoC Application

You must submit all three of the following parts in order for us to consider your Consolidated Application complete:

1. the CoC Application,
2. the CoC Priority Listing, and
3. all the CoC's project applications that were either approved and ranked, or rejected.

As the Collaborative Applicant, you are responsible for reviewing the following:

1. The FY 2023 CoC Program Competition Notice of Funding Opportunity (NOFO) for specific application and program requirements.
2. The FY 2023 CoC Application Detailed Instructions which provide additional information and guidance for completing the application.
3. All information provided to ensure it is correct and current.
4. Responses provided by project applicants in their Project Applications.
5. The application to ensure all documentation, including attachment are provided.

Your CoC Must Approve the Consolidated Application before You Submit It
- 24 CFR 578.9 requires you to compile and submit the CoC Consolidated Application for the FY 2023 CoC Program Competition on behalf of your CoC.

- 24 CFR 578.9(b) requires you to obtain approval from your CoC before you submit the Consolidated Application into e-snaps.

Answering Multi-Part Narrative Questions

Many questions require you to address multiple elements in a single text box. Number your responses to correspond with multi-element questions using the same numbers in the question. This will help you organize your responses to ensure they are complete and help us to review and score your responses.

Attachments

Questions requiring attachments to receive points state, "You Must Upload an Attachment to the 4B. Attachments Screen." Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process. Include a cover page with the attachment name.

- Attachments must match the questions they are associated with—if we do not award points for evidence you upload and associate with the wrong question, this is not a valid reason for you to appeal HUD's funding determination.

- We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).

1A. Continuum of Care (CoC) Identification

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1A-1. CoC Name and Number: CA-602 - Santa Ana, Anaheim/Orange County CoC

1A-2. Collaborative Applicant Name: County of Orange

1A-3. CoC Designation: CA

1A-4. HMIS Lead: Orange County's United Way

1B. Coordination and Engagement–Inclusive Structure and Participation

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
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- Frequently Asked Questions

1B-1.	Inclusive Structure and Participation–Participation in Coordinated Entry.	
	NOFO Sections V.B.1.a.(1), V.B.1.e., V.B.1f., and V.B.1.p.	
	In the chart below for the period from May 1, 2022 to April 30, 2023:	
	1. select yes or no in the chart below if the entity listed participates in CoC meetings, voted—including selecting CoC Board members, and participated in your CoC’s coordinated entry system; or	
	2. select Nonexistent if the organization does not exist in your CoC’s geographic area:	

	Organization/Person	Participated in CoC Meetings	Voted, Including Electing CoC Board Members	Participated in CoC’s Coordinated Entry System
1.	Affordable Housing Developer(s)	Yes	Yes	Yes
2.	CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
3.	Disability Advocates	Yes	Yes	Yes
4.	Disability Service Organizations	Yes	Yes	Yes
5.	EMS/Crisis Response Team(s)	Yes	Yes	No
6.	Homeless or Formerly Homeless Persons	Yes	Yes	Yes
7.	Hospital(s)	Yes	Yes	No
8.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent	No	No
9.	Law Enforcement	Yes	Yes	Yes
10.	Lesbian, Gay, Bisexual, Transgender (LGBTQ+) Advocates	Yes	Yes	Yes
11.	LGBTQ+ Service Organizations	Yes	Yes	Yes
12.	Local Government Staff/Officials	Yes	Yes	Yes
13.	Local Jail(s)	Yes	No	Yes
14.	Mental Health Service Organizations	Yes	Yes	Yes
15.	Mental Illness Advocates	Yes	Yes	Yes

16.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes	Yes	Yes
17.	Organizations led by and serving LGBTQ+ persons	Yes	Yes	Yes
18.	Organizations led by and serving people with disabilities	Yes	Yes	Yes
19.	Other homeless subpopulation advocates	Yes	Yes	Yes
20.	Public Housing Authorities	Yes	Yes	Yes
21.	School Administrators/Homeless Liaisons	Yes	Yes	Yes
22.	Street Outreach Team(s)	Yes	Yes	Yes
23.	Substance Abuse Advocates	Yes	Yes	Yes
24.	Substance Abuse Service Organizations	Yes	Yes	Yes
25.	Agencies Serving Survivors of Human Trafficking	Yes	Yes	Yes
26.	Victim Service Providers	Yes	Yes	Yes
27.	Domestic Violence Advocates	Yes	Yes	Yes
28.	Other Victim Service Organizations	Yes	Yes	Yes
29.	State Domestic Violence Coalition	Yes	Yes	Yes
30.	State Sexual Assault Coalition	Yes	Yes	Yes
31.	Youth Advocates	Yes	Yes	Yes
32.	Youth Homeless Organizations	Yes	Yes	Yes
33.	Youth Service Providers	Yes	Yes	Yes
	Other: (limit 50 characters)			
34.	Veteran Services Organizations	Yes	Yes	Yes
35.	Faith Based Organizations	Yes	Yes	Yes

1B-2.	Open Invitation for New Members.	
	NOFO Section V.B.1.a.(2)	

	Describe in the field below how your CoC:
1.	communicated a transparent invitation process annually (e.g., communicated to the public on the CoC's website) to solicit new members to join the CoC;
2.	ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats; and
3.	invited organizations serving culturally specific communities experiencing homelessness in the geographic area to address equity (e.g., Black, Latino, Indigenous, LGBTQ+, and persons with disabilities).

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) has an open invitation for new membership year-round. The CoC Collaborative Applicant (CA) facilitates CoC engagement and participation from organizations, local governments, and individuals, that are seeking to get involved in the CoC and address homelessness in Orange County. Twice a year, the CoC actively solicits new membership at its CoC Board and Committee meetings hosted in-person and teleconferencing, and through email distribution lists reaching hundreds in the community. The process to join the CoC membership has been simplified to encourage participation from diverse stakeholders, including people with current or past lived experience of homelessness, public health, behavioral health and healthcare providers, employment organizations, affordable housing developers, victim service organizations, youth service providers, and advocates. The email distribution method ensures effective communication for individuals with disabilities and increases accessibility to the public who may not be able to attend meetings. Information on how to become a CoC member is also included in the webpage of the CoC where the public may access information regarding the CoC. The CoC webpage is compliant with screen reader technologies and tabbing, and is translated in other languages, including Simplified Chinese, Korean, Spanish, and Vietnamese. The CoC established the Lived Experience Advisory Committee, in November 2020, to engage and include people with current or past lived experience of homelessness in the feedback and decision-making process to best improve policies and procedures of the CoC. The CoC and the CoC-funded agencies have made strides to incorporate people with lived experience of homelessness in the development and operations of programs and services, in addition to have representation in Boards. The CoC CA has conducted targeted outreach and worked with the Office of Population Health Equity to engage organizations serving culturally specific communities and underserved communities. The CoC CA has strategically worked to provide CoC updates at other formal meetings and community meetings that aim to address homelessness, housing and/or healthcare delivery. This includes providing an overview of the CoC and participation in meetings to help address LGBTQ+ and racial disparities to ensure equity in the CoC. The CoC holds public meetings in ADA accessible spaces and accommodates persons with disabilities.

1B-3.	CoC's Strategy to Solicit/Consider Opinions on Preventing and Ending Homelessness.	
	NOFO Section V.B.1.a.(3)	

Describe in the field below how your CoC:	
1.	solicited and considered opinions from a broad array of organizations and individuals that have knowledge of homelessness, or an interest in preventing and ending homelessness;
2.	communicated information during public meetings or other forums your CoC uses to solicit public information;
3.	ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats; and
4.	took into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness.

(limit 2,500 characters)

The CoC has monthly and bi-monthly meetings that are open to the public, including the CoC Board and Policies, Procedures and Standards Committee, which encourage participation from an array of organizations and individuals that have knowledge and/or interest in preventing and ending homelessness by providing an opportunity for public comment and input on policy and program discussions. The CoC also provides an opportunity for written feedback using online surveys and email communication. Meeting agendas and materials are posted at least 72 hours in advance, presentations and minutes are posted publicly following the meeting. Items are presented at CoC Committees for discussion and feedback prior to consideration by the CoC Board to ensure community engagement and input. Meetings are well attended by stakeholders, CoC-funded agencies, community and faith-based organizations, ESG-entitlement jurisdictions, legal aid organizations, advocates, and people with current or past experience of homelessness. This includes representation of racial and ethnic groups that are overrepresented in the local homeless population to help promote racial equity and improvements or new approaches to preventing and ending homelessness. CoC has representation on the Commission to End Homelessness which focusses on homelessness policy for the County and provides direct service perspective and engages leaders in the System of Care. Effective communication is generally provided using appropriate auxiliary aids and services, visual alarm devices, accessible electronic communications, documents in alternative formats, or assistance in reading or completing a form, etc. This applies to oral, written, audible, visual, electronic communications, including letters, notices, emails, websites, and other written documents and electronic media, as well as oral communications that occur in person, over the phone or internet, meetings, trainings, presentations, when communicating with an individual with a disability or when such communications are expected. CoC Collaborative Applicant facilitated listening sessions and focus groups where organizations, community members, individuals with current or past experience of homelessness are able to discuss strategies to addressing homelessness, including improvements or new approaches to preventing and ending homelessness, in the CoC by covering a broad range of topics, including system improvement and new approaches to addressing homelessness.

1B-4.	Public Notification for Proposals from Organizations Not Previously Awarded CoC Program Funding.	
	NOFO Section V.B.1.a.(4)	
	Describe in the field below how your CoC notified the public:	
1.	that your CoC will consider project applications from organizations that have not previously received CoC Program funding;	
2.	about how project applicants must submit their project applications—the process;	
3.	about how your CoC would determine which project applications it would submit to HUD for funding; and	
4.	ensured effective communication and access for persons with disabilities, including the availability of accessible electronic formats.	

(limit 2,500 characters)

The CoC makes public notification for proposals in response to the local competition process through announcements at public meetings, including CoC Board, Committees; email distribution lists; posting on the CoC webpage; and contact lists with all agencies with human service contracts with the County that is generated by the County Procurement Office for targeted outreach reaching hundreds of organizations, the majority being non-CoC Program funded, and stakeholders in the community.. The CoC issued a Request for Proposals (RFPs) for CoC Bonus, Domestic Violence (DV) Bonus, and Reallocation funding as recommended by the CoC Board on July 26, 2023. The RFPs outline the threshold, technical, document, and quality requirements of the new proposed projects, as well as start and end date of solicitation process, target populations, eligible project types, and submission process. The CoC Collaborative Applicant (CA) shared all materials including announcements, applications, webinars, PowerPoint slides regarding the competition and acceptance for proposals in an electronic format, via email, post on CoC website before related events. CoC CA identified two RFP review panels (panels) of non-conflicted members that would evaluate proposals as described in the review and ranking section of the RFPs, one panel for proposals submitted for CoC Bonus and Reallocation funding and one panel for proposals submitted for DV Bonus. Panels reviewed the proposals individually and met to have a collective discussion on the proposals. Panels reached unanimous consensus on the proposals to be recommended for inclusion in the Project Priority Listings to be submitted to HUD for funding for approval by the CoC Board during the Sept. 11, 2023, Special meeting. The selected and declined proposals were notified of their status on Sept. 11, 2023, following action from the CoC Board. Questions and answers and technical assistance requests related to the local CoC Program competition process to interested applicants, including those who may not be as familiar with the CoC Program, were provided via telephone, email, or teleconferencing technology. By incorporating multiple avenues of communication such as but not limited to, public notification via email, online communications and meeting announcements, the CoC CA was able to ensure effective communication with individuals with disabilities.

1C. Coordination and Engagement

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
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1C-1.	Coordination with Federal, State, Local, Private, and Other Organizations.	
	NOFO Section V.B.1.b.	
	In the chart below:	
	1. select yes or no for entities listed that are included in your CoC's coordination, planning, and operations of projects that serve individuals, families, unaccompanied youth, persons who are fleeing domestic violence who are experiencing homelessness, or those at risk of homelessness; or	
	2. select Nonexistent if the organization does not exist within your CoC's geographic area.	

	Entities or Organizations Your CoC Coordinates with for Planning or Operations of Projects	Coordinates with the Planning or Operations of Projects?
1.	Funding Collaboratives	Yes
2.	Head Start Program	Yes
3.	Housing and services programs funded through Local Government	Yes
4.	Housing and services programs funded through other Federal Resources (non-CoC)	Yes
5.	Housing and services programs funded through private entities, including Foundations	Yes
6.	Housing and services programs funded through State Government	Yes
7.	Housing and services programs funded through U.S. Department of Health and Human Services (HHS)	Yes
8.	Housing and services programs funded through U.S. Department of Justice (DOJ)	Yes
9.	Housing Opportunities for Persons with AIDS (HOPWA)	Yes
10.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	No
11.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes
12.	Organizations led by and serving LGBTQ+ persons	Yes
13.	Organizations led by and serving people with disabilities	Yes
14.	Private Foundations	Yes
15.	Public Housing Authorities	Yes
16.	Runaway and Homeless Youth (RHY)	Yes
17.	Temporary Assistance for Needy Families (TANF)	Yes
	Other:(limit 50 characters)	

18.		
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1C-2.	CoC Consultation with ESG Program Recipients.	
	NOFO Section V.B.1.b.	

Describe in the field below how your CoC:	
1.	consulted with ESG Program recipients in planning and allocating ESG Program funds;
2.	participated in evaluating and reporting performance of ESG Program recipients and subrecipients;
3.	provided Point-in-Time (PIT) count and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions within its geographic area; and
4.	provided information to Consolidated Plan Jurisdictions to address homelessness within your CoC's geographic area so it could be addressed in the Consolidated Plan update.

(limit 2,500 characters)

The CoC consulted with the five ESG-entitlement jurisdictions in Orange County, including the Cities of Anaheim, Garden Grove, Irvine, Santa Ana and the County of Orange, for the planning and allocation of ESG funding, as well as other federal and state funding sources. This included multiple meetings to discuss the eligible activities to be funded by each jurisdiction, and CES and HMIS involvement, planning and implementation process. The CoC Collaborative Applicant routinely participates in higher-level discussions regarding housing (emergency shelter and permanent housing) priorities impacting the CoC's homeless population as well as conducts a gap and needs assessment to identify priorities for funding and homeless service programming. The ESG recipient service data is maintained in the HMIS and included in the system reports utilized by the CoC in the evaluation and reporting of the ESG subrecipient performance against identified performance outcomes. To support this process, the CoC has trained ESG subrecipients in the requirements of HMIS required data fields and has developed coordinated data collection systems that align HMIS to internal contract monitoring system, and subrecipient data management systems (including victim service providers) to ensure the capture of all relevant and required outcomes and outputs. The CoC meet with the five ESG-entitlement jurisdictions to review the adopted ESG written standards to identify areas of improvement as well as foster a deeper understanding of the ESG interventions and service delivery models. The CoC provided the ESG and Consolidated Plan jurisdictions with data to support the addressed in Consolidated Plan update process. This included data from the PIT and HIC to assist in the planning process and understanding of available homeless services resources. The CoC ensures local homelessness information is communicated by sharing a public online dashboard of PIT and HIC data and by responding to requests for specific data reports. The CoC Board membership includes representation from the ESG recipients or subrecipients and encourages participation in the review and updating of the CoC policies and procedures through active participation on the monthly meetings of the CoC. ESG recipient and subrecipient organizations are active members of the CoC, participating in CoC committees year-round and ensuring consistent communication on efforts of the CoC to prevent and address homelessness.

1C-3.	Ensuring Families are not Separated.	
	NOFO Section V.B.1.c.	

Select yes or no in the chart below to indicate how your CoC ensures emergency shelter, transitional housing, and permanent housing (PSH and RRH) do not deny admission or separate family members regardless of each family member's self-reported sexual orientation and gender identity:

1.	Conducted mandatory training for all CoC- and ESG-funded service providers to ensure families are not separated.	Yes
2.	Conducted optional training for all CoC- and ESG-funded service providers to ensure families are not separated.	Yes
3.	Worked with ESG recipient(s) to adopt uniform anti-discrimination policies for all subrecipients.	Yes
4.	Worked with ESG recipient(s) to identify both CoC- and ESG-funded facilities within your CoC's geographic area that might be out of compliance and took steps to work directly with those facilities to bring them into compliance.	Yes
5.	Sought assistance from HUD by submitting questions or requesting technical assistance to resolve noncompliance by service providers.	Yes

1C-4.	CoC Collaboration Related to Children and Youth—SEAs, LEAs, School Districts.	
	NOFO Section V.B.1.d.	

Select yes or no in the chart below to indicate the entities your CoC collaborates with:

1.	Youth Education Provider	Yes
2.	State Education Agency (SEA)	Yes
3.	Local Education Agency (LEA)	Yes
4.	School Districts	Yes

1C-4a.	Formal Partnerships with Youth Education Providers, SEAs, LEAs, School Districts.	
	NOFO Section V.B.1.d.	

Describe in the field below the formal partnerships your CoC has with at least one of the entities where you responded yes in question 1C-4.

(limit 2,500 characters)

The CoC Board has a seat for McKinney-Vento representation that is to be filled by a staff person from the Orange County Department of Education (OCDE). The CoC has regular contact with OCDE to discuss the efforts to prevent and address homelessness in the CoC and provide opportunity for further collaboration on the issue of education and homelessness. OCDE Homeless Outreach to Promote Educational Success (HOPES) Collaborative is a member of the CoC, participates in the CoC Board and Committee meetings. The HOPES Collaborative provided presentations on how to connect and coordinate with LEA and SEA in public preschool (Head Start), Kinder to 12th grade education and national agencies serving families at risk of or experiencing homelessness. Ongoing collaborative partnerships between LEAs, McKinney-Vento Liaisons, HOPES Collaborative, CoC-funded agencies, CoC member agencies, Coordinated Entry System (CES) access points and Family Solutions Collaborative (FSC) are key to providing housing education, access, services, and support to families experiencing homelessness. The CoC regularly provides educational and relevant information to individuals and families who become homeless and may need to access education services. Printed materials are available in English and Spanish, and supportive services are provided in the preferred language of the client. The HOPES Collaborative provides technical assistance, education, outreach to schools, public charter schools in Orange County and liaisons with school personnel, families, community, and service providers on McKinney-Vento Homeless Education and housing assistance available through the CoC. The FSC, a coalition of family service providers, provides information, resources and trainings on how to best connect families at risk of homelessness or experiencing homelessness to available services and programs, and further supports the work of the HOPES Collaborative and McKinney-Vento Liaison Network to connect and access housing assistance. FSC often meets w/McKinney-Vento Coordinators in each of the 28 school districts and with the HOPES Collaborative to facilitate access to services. At least 80 percent of the homeless service agencies serving families, households with minor children, collaborate with LEAs across school districts and universities. Of these approximately one-third are formal partnerships in the form of Memorandum of Understanding or Letter of Agreements.

1C-4b.	Informing Individuals and Families Experiencing Homelessness about Eligibility for Educational Services.	
	NOFO Section V.B.1.d.	

Describe in the field below written policies and procedures your CoC uses to inform individuals and families who become homeless of their eligibility for educational services.

(limit 2,500 characters)

The Orange County Department of Education (OCDE), in accordance with the requirements of the LEAs, designate a McKinney-Vento liaison that coordinates with the CoC and uses the written policies and procedures to: 1.Ensure appropriate and current information is being provided to individuals and families who become homeless and may need to access education services, 2.Quickly identify children and youth experiencing homelessness and ensuring school enrollment so they may have equal opportunity to succeed in their education, 3.Verify eligibility for additional supportive services and provide a letter confirming eligibility, 4.Inform parents/guardian or youth of eligible and appropriate services, including transportation, Head Start, early intervention special education and vocational education, 5.Review educational rights with parents/guardians of homeless student(s), 6.Assist students in obtaining referrals to health care, dental, mental health, substance abuse, housing, and other supportive services, 7.Ensure access to academic tutoring and counseling services for children and youth, 8.Facilitate problem-solving conversations to address disagreements between students and school districts to reach acceptable solutions, and 9.Make referrals and facilitate linkages to other supportive services in the System of Care to address the homeless student’s needs, including connection to healthcare, behavioral health services, housing, and mainstream benefits. In instances when the individual or family is fleeing domestic violence, the CoC victim service provider and McKinney-Vento Liaison support the individual or family in enrolling the child(ren) and/or youth into a school of their choice and work to ensure their safety and educational rights. The CoC works with the OCDE and LEAs to update the written policies and procedures to ensure that it has the most up to date information that would support individuals and families who become homeless be aware of their eligibility for educational services, given the new technologies and resources made available following the COVID-19 pandemic. The CoC will also explore expanding written policies and procedures regarding potential supports in both traditional and non-traditional education settings such as community centers and tutoring opportunities for youth who are experiencing homelessness and at risk of becoming homeless (couch-surfers or unstably housed).

1C-4c.	Written/Formal Agreements or Partnerships with Early Childhood Services Providers.	
	NOFO Section V.B.1.d.	

Select yes or no in the chart below to indicate whether your CoC has written formal agreements or partnerships with the listed providers of early childhood services:

		MOU/MOA	Other Formal Agreement
1.	Birth to 3 years	Yes	Yes
2.	Child Care and Development Fund	No	Yes
3.	Early Childhood Providers	Yes	Yes
4.	Early Head Start	No	Yes
5.	Federal Home Visiting Program–(including Maternal, Infant and Early Childhood Home and Visiting or MIECHV)	No	Yes
6.	Head Start	No	Yes
7.	Healthy Start	No	Yes
8.	Public Pre-K	No	Yes

9.	Tribal Home Visiting Program	No	No
	Other (limit 150 characters)		
10.			

	1C-5. Addressing Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors—Collaboration with Federally Funded Programs and Victim Service Providers. NOFO Section V.B.1.e.
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In the chart below select yes or no for the organizations your CoC collaborates with:

	Organizations	
1.	state domestic violence coalitions	Yes
2.	state sexual assault coalitions	Yes
3.	other organizations that help this population	Yes

	1C-5a. Collaboration with Federally Funded Programs and Victim Service Providers to Address Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors. NOFO Section V.B.1.e.	
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Describe in the field below how your CoC regularly collaborates with organizations indicated in Question 1C-5 to:

	1. update CoC-wide policies; and 2. ensure all housing and services provided in the CoC's geographic area are trauma-informed and can meet the needs of survivors.	
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(limit 2,500 characters)

Orange County CoC regularly collaborates with four Victim Service Providers (VSPs) who provide housing and services to survivors of domestic violence, dating violence, sexual assault, and stalking. The Executive Director of a local VSP has served as the Chair of the CoC Board, currently serves as Chair of a newly established Domestic Violence Committee and has active role in ensuring the CoC addresses the needs of survivors of domestic violence.

Representatives of the three other VSPs regularly participate in the CoC Board and Policies, Procedures and Standards Committee providing feedback and recommendations on how to best improve and update CoC policies and procedures. VSPs help identify when the CoC should re-examine policies, procedures and practices to ensure all CoC housing and services provided are trauma-informed and can meet the needs of survivors. VSPs participate in State Domestic Violence and Sexual Assault Coalitions and support in regularly sharing updated information on the various efforts and initiatives being discussed statewide with the CoC. The CoC previously approved an updated CES Policy and Procedures, incorporating safety transfers with a trauma-informed approach to better support survivors of domestic violence and is currently undergoing further review of the CES Policy and Procedures alongside VSPs and survivors with lived experience. VSPs coordinate with the CoC Collaborative Applicant for a CoC-wide training to service providers working with adults who have experienced or been affected by trauma, and how to best prevent re-traumatization. This training also helps service providers to work from a trauma-informed perspective and develop trauma-informed relationships that cultivate safety, trust, and compassion. CoC has adopted Standards of Care for Emergency Shelters that detail core training requirements that must be met by shelter staff. This helps ensure shelter staff receive trauma-informed care training when they begin their work and training refreshers on a regular interval. Service providers are encouraged to request training and technical assistance on trauma-informed approaches to become trauma-informed organizations and provide peer support through SAMHSA’s National Center for Trauma-Informed Care and Alternatives to Seclusion and Restraint. This supports the CoC’s goal of ensuring trauma-informed approach principles are in each CoC organization’s policies and procedures.

1C-5b.	Coordinated Annual Training on Best Practices to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	
	Describe in the field below how your CoC coordinates to provide training for:	
1.	project staff that addresses best practices (e.g., trauma-informed, victim-centered) on safety and planning protocols in serving survivors of domestic violence and indicate the frequency of the training in your response (e.g., monthly, semi-annually); and	
2.	Coordinated Entry staff that addresses best practices (e.g., trauma informed care) on safety and planning protocols in serving survivors of domestic violence and indicate the frequency of the training in your response (e.g., monthly, semi-annually).	

(limit 2,500 characters)

The CoC Collaborative Applicant worked with HUD Technical Assistance (TA) to provide trauma-informed, victim-centered training to all housing and services providers in the CoC to meet the needs of survivors. The training provided direct service staff an overview of trauma-informed care, best practices and techniques to incorporate into service delivery. This included Safety Planning to ensure survivors can help lower their risk of harm and practice risk management; Ensure service delivery, policy and procedures (P&P) avoid re-traumatization, build on choice, collaboration, trust and empowerment principles from assessment to program exit; Housing First to prioritize safe housing placement for survivors with no pre-conditions to program entry; Harm Reduction to reduce harmful effects of high-risk behaviors rather than terminating clients from programs; and Cultural Competency to ensure staff respect survivors’ culture, native language, religion, gender identity and sexual orientation. The CoC provides at least one training annually on safety and best practices to address the needs of survivors. The victim service providers (VSPs) also receive the mandated 40-hour Domestic Violence (DV) training pursuant to California Evidence Code Sec.§1037.1(a)(1) that addresses topics such as history of DV; DV related civil, criminal law; DV victim-counselor privilege; confidentiality laws; societal attitudes towards DV; and available supportive service. Also, a training for the VAWA (Reauthorized 2022) was provided to the CoC addressing the new physical, emotional safety, privacy, confidentiality, culturally relevant services, and emergency needs of client, as well as the revisions to the definition of DV and the definitions of economic abuse and technological abuse. The CES Lead updated the CES P&P to ensure that appropriate protections for survivors of DV were incorporated with the goal of promoting safety, best practices to address the needs of survivors. The CES Lead provides an annual training that focused on safety planning protocols and trauma-informed care in serving survivors. The training provided guidance on how to respond to disclosures, prioritizing the safety and confidentiality of the survivor, and offering an alternative housing option that meets the safety and security needs of the survivor. This includes coordinating with VSPs to determine if a transfer to a confidentially located shelter or identifying another rental unit is needed to ensure safety.

1C-5c.	Implemented Safety Planning, Confidentiality Protocols in Your CoC’s Coordinated Entry to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	
	Describe in the field below how your CoC’s coordinated entry includes:	
1.	safety planning protocols; and	
2.	confidentiality protocols.	

(limit 2,500 characters)

CoC & CES prioritize the safety & confidentiality of DV, dating violence, sexual assault, stalking survivors. CES Policies & Procedures (P&P's) includes the emergency transfer plan process that incorporates VAWA updates to address the immediate safety needs of survivors, to ensure confidentiality & housing stability is maintained. The emergency transfer plan incorporates trauma-informed, victim-centered support to ensure that transfer decisions, housing relocation options will be based on choice & promote survivor safety, preference & success. Participants in the CoC Programs who have safety concerns are eligible for emergency transfers if they: reasonably believe that there is a threat of imminent harm from further violence if they remain at the facility or housing unit in which they are residing; have expressly requested a transfer to another housing unit or shelter facility w/in the CoC; or experienced DV, dating violence, sexual assault or stalking at or near the current program/facility. This includes coordinating w/the 4 VSPs in the CoC to determine if a transfer to one of the confidentially located shelters would be appropriate. CES can also coordinate to identify & secure another housing resource or rental unit that better addresses their individual safety needs. On an ongoing, annual basis, the CoC Collaborative Applicant partners w/VSPs to provide the CoC training on trauma-informed, survivor-centered care focusing on prioritizing the survivor's safety needs, accommodating their unique circumstances & maximizing participant choice to. The VSPs serve as a resource to the CoC & support CES functions to link survivors to available housing resources, including mainstream or specialized services, that best meet the needs of survivors. VSPs offer specialized housing assistance, coordinated care, comprehensive 24-hour programming to ensure availability & accessibility for survivors. Victim service providers participate in CES but do not enter data into HMIS to protect survivor safety & confidentiality. Only minimum information necessary to determine eligibility & prioritization for housing opportunities is shared w/CES & all information is voluntary. CES is required to comply w/privacy & data management P&Ps approved by the CoC Board. CES consent must be obtained to participate in CES but consent to share identifying information is not required. Survivors are included in CES w/out identifying information & are only identified using a unique identifier.

1C-5d.	Used De-identified Aggregate Data to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	
	Describe in the field below:	
1.	the de-identified aggregate data source(s) your CoC used for data on survivors of domestic violence, dating violence, sexual assault, and stalking; and	
2.	how your CoC uses the de-identified aggregate data described in element 1 of this question to evaluate how to best meet the specialized needs related to domestic violence and homelessness.	

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) relies on the expertise and deidentified and aggregated data provided by the four Victim Service Providers (VSPs) in the CoC jurisdiction to better understand the special needs related to domestic violence (DV), dating violence, sexual assault, and stalking. The VSPs operate multiple emergency shelters, transitional housing and rapid rehousing programs in the CoC funded by CoC Program, Emergency Solutions Grant (ESG) Program, Department of Justice, and Department of Health and Human Services. The VSPs provide deidentified and aggregated data is analyzed by the CoC Collaborative Applicant and the HMIS Lead at least twice a year to understand service utilization and outcomes of programs utilized by survivors. VSPs receiving CoC Program funding are also asked to share additional data on unmet needs and needed services to best assist survivors. The VSPs have established a strong collaborative and streamlined process to improve their services and resources for this vulnerable subpopulation. The VSPs utilize intake assessments and screening processes to determine the housing and supportive services needs of survivors. Those at potentially high risk of harm are identified via danger assessments which focus on risk indicators such as stalking behaviors and escalating forms of abuse to help determine need for priority placement and specialized wraparound services. The following trends and needs were identified in the CoC:

- Individuals fleeing from DV often experience chronic homelessness.
- Approximately 90 percent of households fleeing from DV have minor children.
- There is a high need for supportive services that address the trauma experienced from initial abuse and re-victimization while unsheltered.
- Increased care coordination is needed for survivors as they navigate housing, legal assistance, counseling, healthcare, childcare, and transportation resources.

The CoC Collaborative Applicant receives data from the 2-1-1 Helpline detailing the number of calls seeking DV resources and the types of referrals and resources that are provided. This information is helpful for the CoC in determining the type of supportive services survivors need and ensuring that appropriate referrals and linkages take place. The 2-1-1 Helpline provides a warm hand-off to the VSPs to ensure a continuity of services for survivors.

** **

1C-5e.	Implemented Emergency Transfer Plan Policies and Procedures for Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.	
	NOFO Section V.B.1.e.	

Describe in the field below how your CoC communicates to all individuals and families seeking or receiving CoC Program assistance:

1.	whether your CoC has policies and procedures that include an emergency transfer plan;
2.	the process for individuals and families to request an emergency transfer; and
3.	the process your CoC uses to respond to individuals' and families' emergency transfer requests.

(limit 2,500 characters)

The CoC recognizes that individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking need specialized assistance that promotes and protects their confidentiality and safety. Therefore, while survivors will have unencumbered access to emergency services and the Coordinated Entry System (CES), appropriate and prompt referrals to services, including hotlines, and emergency shelters specializing in domestic violence are critical. The CoC makes available and widely advertises the domestic violence resources available in CoC's geographic area. Per the VAWA, any household who is a victim of domestic violence, dating violence, human trafficking, sexual assault, or stalking can request an emergency transfer under the following circumstances: a. A sexual assault occurred on the premises of their HUD-funded housing program, or b. Who reasonably believed that they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, stalking, or human trafficking if they remain in that designated HUD-Funded dwelling. A request for an emergency transfer may be communicated by an individual and family by contacting their assigned case manager and/or program worker via telephone, writing and/or in-person. A request for an emergency transfer, under these circumstances, does not guarantee immediate placement, but participants who qualify for an emergency transfer will be given a priority referral over all other households for the next available, safe unit through CES for which they qualify. Additionally, the individual or family may be supported in accessing emergency shelter operated by a Victim Service Provider at a safe and confidential location through this process. If a household is currently enrolled in a HUD-funded housing program and requests an emergency transfer, the household must follow the housing agency's internal emergency transfer housing process. If the housing program is unable to accommodate the emergency transfer request, the housing program may request an emergency transfer via CES and coordinate with the local Victim Service Providers to ensure the safety of the participant.

1C-5f.	Access to Housing for Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
	NOFO Section V.B.1.e.	

Describe in the field below how your CoC:

1.	ensures that survivors of domestic violence, dating violence, sexual assault, or stalking have safe access to all of the housing and services available within the CoC's geographic area; and
2.	proactively identifies systemic barriers within your homeless response system that create barriers to safely house and provide services to survivors of domestic violence, dating violence, sexual assault, or stalking.

(limit 2,500 characters)

The CoC ensures that survivors of domestic violence, dating violence, sexual assault, or stalking have access to all the housing and services available within the CoC’s geographic area through the CoC’s CES process. The CoC is working w/federal, state, county, city and all local non-victim service organizations partners to ensure that survivors have access across all systems of housing and services available within the CoC’s geographic area and to reduce barriers faced by survivors in accessing the housing and services available. The housing and services available to survivors of domestic violence, dating violence, sexual assault, or stalking are emergency shelter, transitional housing, joint transitional housing and permanent housing – rapid rehousing, rapid rehousing, permanent supportive housing, housing choice vouchers (including special purpose vouchers like HUD-VASH and Emergency Housing vouchers). The CoC has worked with the three components of the CES – Individuals, Families, and Veteran – and housing and service providers to establish the appropriate process that supports the confidentiality and safety protocols of working with survivor’s when coordinating access to housing resources within the CoC’s geographic area. The CoC Collaborative Applicant and CES Lead are working with VSPs to better understand the barriers faced by survivors in accessing housing and services and will work to identify possible solutions and strategies to reduce this over time. With DV Bonus funding available through the FY2022 CoC NOFO for Supportive Services Only CES project the CoC has develop a CES component that coordinates housing and services for survivors. The CoC ensure that the voices of survivors and those with lived experience of current or past homelessness, along with DV providers and advocates, support the planning process and participate in the decision making that further access to housing for survivors.

1C-5g.	Ensuring Survivors With a Range of Lived Expertise Participate in Developing CoC-Wide Policy and Programs.	
	NOFO Section V.B.1.e.	

Describe in the field below how your CoC:	
1.	ensured survivors with a range of lived expertise are involved in the development of your CoC-wide policy and programs; and
2.	accounted for the unique and complex needs of survivors.

(limit 2,500 characters)

The CoC ensures survivors with lived expertise are integrated into the decision-making structure of the CoC. The CoC’s Lived Experience Advisory Committee includes two members who have self-disclosed and lead out of lived experience of domestic violence (DV), making recommendations to CoC decision-making bodies for improving prioritization through CES and access to housing for survivors of DV, dating violence, sexual assault, or stalking. Recently, the CoC Board approved a Domestic Violence Committee (Committee) to focus on the needs of survivors experiencing homelessness. To ensure involvement survivors with a range of lived expertise, the CoC Collaborative Applicant and Chair of the Committee will prioritize members who represent populations that are adversely impacted in the homeless service system, such as BIPOC and LGBTQ+ persons. The CoC and CES Lead Agency is also partnering with a national technical assistance provider, Homebase, to gather feedback from survivors to update the CES P&P’s with survivor-driven policies and processes. Homebase hosted stakeholder sessions, inviting Victim Service Providers (VSPs) to share insight on policy, and ensured there was at least one stakeholder representative with lived experience of homelessness as a survivor. Prioritizing involvement of participants with lived expertise has allowed for intentional design in the early stages of CES policy development, involving those with a range of lived expertise to account for the complex needs of survivors. Homebase also held a series of private listening sessions specifically for survivors with lived expertise of homelessness with a goal of obtaining firsthand accounts of survivors’ experiences engaging CES VSPs and overall experience with accessing CES resources. The feedback gathered is actively being incorporated into a revised CES Policies and Procedures as well as noted for future training and planning purposes. Trainings will address unique and complex needs of survivors, providing guidance on ensuring services are person-centered, being culturally aware of the special circumstances of the survivor and facilitating intake and case management in private locations where survivor feels safe and empowered to engage in a meaningful way. Using survivors’ feedback to guide CES development allows for CES Policies and Procedures to address the immediate needs for survivors.

1C-6.	Addressing the Needs of Lesbian, Gay, Bisexual, Transgender and Queer+—Anti-Discrimination Policy and Training.	
	NOFO Section V.B.1.f.	

	1. Did your CoC implement a written CoC-wide anti-discrimination policy ensuring that LGBTQ+ individuals and families receive supportive services, shelter, and housing free from discrimination?	Yes
	2. Did your CoC conduct annual CoC-wide training with providers on how to effectively implement the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (Equal Access Final Rule)?	Yes
	3. Did your CoC conduct annual CoC-wide training with providers on how to effectively implement Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs (Gender Identity Final Rule)?	Yes

1C-6a.	Anti-Discrimination Policy—Updating Policies—Assisting Providers—Evaluating Compliance—Addressing Noncompliance.	
	NOFO Section V.B.1.f.	

Describe in the field below:

1.	how your CoC regularly collaborates with LGBTQ+ and other organizations to update its CoC-wide anti-discrimination policy, as necessary to ensure all housing and services provided in the CoC are trauma-informed and able to meet the needs of LGBTQ+ individuals and families;
2.	how your CoC assisted housing and services providers in developing project-level anti-discrimination policies that are consistent with the CoC-wide anti-discrimination policy;
3.	your CoC's process for evaluating compliance with your CoC's anti-discrimination policies; and
4.	your CoC's process for addressing noncompliance with your CoC's anti-discrimination policies.

(limit 2,500 characters)

The CoC reviews its CoC Anti-Discrimination Policy (ADP) annually and provides a training to review each component of the policy, the Anti-discrimination Act and Equal Access Rule. The training provides examples of scenarios CoC programs may encounter, how to best navigate these in accordance with the CoC policy, as well as empowers community members to voice concerns, ask questions, and make suggestion, thus providing the CoC Collaborative Applicant with information on how to best update the ADP as needed, while keeping in mind HUD advisories and CPD notices. The CoC Collaborative Applicant welcomes questions and feedback year-round from providers and stakeholders. The CoC Collaborative Applicant encourages request for technical assistance (TA) on how to best develop project-level anti-discrimination policies that are consistent with the CoC ADP ensuring that LGBTQ+ clients receive supportive services, shelter, and housing free from discrimination. CES Lead has a deep understanding of the CoC Anti-Discrimination Policy, can navigate and advise CES Access Points, providers, housing partners whenever there is an issue that is in conflicts w/the ADP. The Scoring and Rating Criteria for Renewal Projects included 12 points of 100 points to evaluate Equity, Access, and Inclusion to evaluate compliance with the CoC's ADP, the project's equitable service access for clients, including in BIPOC & LGBTQ+ communities. The Scoring and Rating Criteria for new projects included 30 of 140 points to evaluate the applicant's approach to service delivery for underserved communities, including in BIPOC, LGBTQ+, the service plan and supportive services offered. Compliance with the CoC ADP is checked during program monitoring. County-funded shelter providers are required to comply with the Standards of Care for Emergency Shelter which requires the development and implementation of anti-discrimination policy, grievance policy and procedures to track compliance or non-compliance. Agencies found to be non-compliant with CoC ADP are advised of the rules, findings, and required to develop a corrective action plan with specific resources. Agencies are also referred to additional resources for TA and subject to legal action if warranted. The CoC Board is notified of these instanced for support and discussion on next steps. Agencies are asked to report any formal complaints received from project participants and document the actions taken to resolve issues raised.

1C-7.	Public Housing Agencies within Your CoC's Geographic Area--New Admissions--General/Limited Preference--Moving On Strategy.	
	NOFO Section V.B.1.g.	
	You must upload the PHA Homeless Preference\PHA Moving On Preference attachment(s) to the 4B. Attachments Screen.	

Enter information in the chart below for the two largest PHAs highlighted in gray on the current CoC-PHA Crosswalk Report or the two PHAs your CoC has a working relationship with—if there is only one PHA in your CoC’s geographic area, provide information on the one:

Public Housing Agency Name	Enter the Percent of New Admissions into Public Housing and Housing Choice Voucher Program During FY 2022 who were experiencing homelessness at entry	Does the PHA have a General or Limited Homeless Preference?	Does the PHA have a Preference for current PSH program participants no longer needing intensive supportive services, e.g., Moving On?
Orange County Housing Authority	72%	Yes-HCV	No
City of Santa Ana Housing Authority	50%	Yes-HCV	No

1C-7a. Written Policies on Homeless Admission Preferences with PHAs.	
NOFO Section V.B.1.g.	

Describe in the field below:

1.	steps your CoC has taken, with the two largest PHAs within your CoC’s geographic area or the two PHAs your CoC has working relationships with, to adopt a homeless admission preference—if your CoC only has one PHA within its geographic area, you may respond for the one; or
2.	state that your CoC has not worked with the PHAs in its geographic area to adopt a homeless admission preference.

(limit 2,500 characters)

The CoC actively coordinates and collaborates with the four Public Housing Authorities (PHAs) in the jurisdiction – Anaheim, Garden Grove, Santa Ana, and County of Orange. The CoC Board membership includes representation from the PHAs. The Housing Opportunities Committee, a CoC committee, identifies and evaluates available housing opportunities for people experiencing homelessness, meets on a bi-monthly basis and all four PHAs participate and provide updates on the various housing efforts aimed to address homelessness or those at risk of homelessness. The PHAs have implemented a MOU that facilitates voucher mobility within the four jurisdictions and expedites processes to help households experiencing homelessness quickly transition into affordable permanent housing. The PHAs adopted a homelessness admission preference for turnover vouchers, which are coordinated with the CoC and prioritized through the Coordinated Entry System (CES) and have collaboratively created a PHA Universal Application as a standardized application for housing opportunities referred through CES. The PHAs meet on a quarterly basis to discuss strategies and efforts in better supporting households transitioning from homelessness to permanent housing through homeless preference, set-aside vouchers, project-based vouchers, and special purpose vouchers. The PHAs have awarded vouchers for homeless subpopulations thus increasing resources and access for various subpopulations with high vulnerabilities and promoting system flow through the homeless service system. Some examples include Mainstream Vouchers being targeted to MediCal, CalAIM program and Non-Congregate Shelters that service individuals experiencing homelessness with high-risk factors and utilization of emergency medical system. Family Unification Program targets transitional aged youth exiting the foster care system and homeless families involved in the child welfare system. The CoC and PHAs established MOUs for the Emergency Housing Vouchers being prioritized through the CES and identifying appropriate supportive services that assisting vulnerable households across Orange County. In support of this process, the PHA’s are participating agencies of the local HMIS to assist in better coordination with all CoC stakeholders. The PHAs recognize the importance of their role in supporting the CoC in addressing homelessness and have committed housing choice vouchers to new affordable and supportive housing developments.

1C-7b.	Moving On Strategy with Affordable Housing Providers.	
	Not Scored–For Information Only	

Select yes or no in the chart below to indicate affordable housing providers in your CoC’s jurisdiction that your recipients use to move program participants to other subsidized housing:

1.	Multifamily assisted housing owners	Yes
2.	PHA	Yes
3.	Low Income Housing Tax Credit (LIHTC) developments	Yes
4.	Local low-income housing programs	Yes
	Other (limit 150 characters)	
5.		No

1C-7c.	Include Units from PHA Administered Programs in Your CoC's Coordinated Entry.	
	NOFO Section V.B.1.g.	

In the chart below, indicate if your CoC includes units from the following PHA programs in your CoC's coordinated entry process:

1.	Emergency Housing Vouchers (EHV)	Yes
2.	Family Unification Program (FUP)	Yes
3.	Housing Choice Voucher (HCV)	Yes
4.	HUD-Veterans Affairs Supportive Housing (HUD-VASH)	Yes
5.	Mainstream Vouchers	Yes
6.	Non-Elderly Disabled (NED) Vouchers	No
7.	Public Housing	Yes
8.	Other Units from PHAs:	
	Foster Youth to Independence Vouchers (FYI)	Yes

1C-7d.	Submitting CoC and PHA Joint Applications for Funding for People Experiencing Homelessness.	
	NOFO Section V.B.1.g.	

1.	Did your CoC coordinate with a PHA(s) to submit a competitive joint application(s) for funding or jointly implement a competitive project serving individuals or families experiencing homelessness (e.g., applications for mainstream vouchers, Family Unification Program (FUP), other programs)?	Yes
		Program Funding Source
2.	Enter the type of competitive project your CoC coordinated with a PHA(s) to submit a joint application for or jointly implement.	Family Unification Program, Foster Youth to Independence Vouchers, Homekey Program Round3

1C-7e.	Coordinating with PHA(s) to Apply for or Implement HCV Dedicated to Homelessness Including Emergency Housing Voucher (EHV).	
	NOFO Section V.B.1.g.	

	Did your CoC coordinate with any PHA to apply for or implement funding provided for Housing Choice Vouchers dedicated to homelessness, including vouchers provided through the American Rescue Plan?	Yes
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1C-7e.1.	List of PHAs with Active MOUs to Administer the Emergency Housing Voucher (EHV) Program.	
Not Scored—For Information Only		

	Does your CoC have an active Memorandum of Understanding (MOU) with any PHA to administer the EHV Program?	Yes
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If you select yes to question 1C-7e.1., you must use the list feature below to enter the name of every PHA your CoC has an active MOU with to administer the Emergency Housing Voucher Program.

PHA
City of Anaheim H...
City of Garden Gr...
City of Santa Ana...
Orange County Hou...

1C-7e.1. List of PHAs with MOUs

Name of PHA: City of Anaheim Housing Authority

1C-7e.1. List of PHAs with MOUs

Name of PHA: City of Garden Grove Housing Authority

1C-7e.1. List of PHAs with MOUs

Name of PHA: City of Santa Ana Housing Authority

1C-7e.1. List of PHAs with MOUs

Name of PHA: Orange County Housing Authority

1D. Coordination and Engagement Cont'd

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1D-1.	Discharge Planning Coordination.	
	NOFO Section V.B.1.h.	

Select yes or no in the chart below to indicate whether your CoC actively coordinates with the systems of care listed to ensure persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs.

1. Foster Care	Yes
2. Health Care	Yes
3. Mental Health Care	Yes
4. Correctional Facilities	Yes

1D-2.	Housing First—Lowering Barriers to Entry.	
	NOFO Section V.B.1.i.	

1.	Enter the total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe Haven, and Transitional Housing projects your CoC is applying for in FY 2023 CoC Program Competition.	25
2.	Enter the total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe Haven, and Transitional Housing projects your CoC is applying for in FY 2023 CoC Program Competition that have adopted the Housing First approach.	25
3.	This number is a calculation of the percentage of new and renewal PSH, RRH, SSO non-Coordinated Entry, Safe Haven, and Transitional Housing projects the CoC has ranked in its CoC Priority Listing in the FY 2023 CoC Program Competition that reported that they are lowering barriers to entry and prioritizing rapid placement and stabilization to permanent housing.	100%

1D-2a.	Project Evaluation for Housing First Compliance.	
	NOFO Section V.B.1.i.	

You must upload the Housing First Evaluation attachment to the 4B. Attachments Screen.

	Describe in the field below:
1.	how your CoC evaluates every project—where the applicant checks Housing First on their project application—to determine if they are using a Housing First approach;
2.	the list of factors and performance indicators your CoC uses during its evaluation; and
3.	how your CoC regularly evaluates projects outside of your local CoC competition to ensure the projects are using a Housing First approach.

(limit 2,500 characters)

The CoC has adopted and implemented the Housing First approach in its program design and service delivery. As part of the renewal and new project process, the CoC requires that projects must follow and implement a Housing First approach and complete HUD's Housing First Assessment Tool. The CoC evaluates renewal project policies and procedures, intake documentation and other related forms to ensure that projects are low barrier, have no service participation requirements or preconditions at entry and prioritize rapid placement and stabilization in permanent housing. This process includes requesting applicants answer a questionnaire to evaluate how closely the project aligns to the Housing First model and providing an attestation confirming the project will operate utilizing a Housing First approach. The CoC continues to use HUD's Housing First Assessment Tool to assess and measure a project's progress in aligning with Housing First best practice standards. The questionnaire evaluates whether projects allow entry to participants regardless of income, current or past substance use, history of victimization (e.g., victim of domestic violence, dating violence, human trafficking, sexual assault, or stalking), and a criminal record—except restrictions imposed by federal, state, or local law or ordinance (e.g., restrictions on serving people who are on sex offender registries). The policies and procedures were evaluated by a review panel comprised of non-conflicted individuals with a robust understanding of Housing First Principles and evidence-based practices utilized in homeless service delivery. Of 100-point scoring system in the Rating and Scoring Criteria, renewal projects could be awarded a total of 10 points for adherence to Housing First. Of 140-point scoring system, new projects could be awarded a total of 30 for adherence to Housing First as part of the Project Service Plan and Supportive Services. The CoC Collaborative Applicant utilizes this information to help inform future training and technical assistance needs to support to agencies and promote fidelity to Housing First. The CoC evaluates the referrals to projects to ensure that there are no preconditions to program entry by analyzing collected data to see if referred persons are given immediate engagement regardless of income, current or past substance use, history of victimization, and receive rapid placement and stabilization.

1D-3.	Street Outreach—Scope.	
	NOFO Section V.B.1.j.	

	Describe in the field below:
1.	your CoC's street outreach efforts, including the methods it uses to ensure all persons experiencing unsheltered homelessness are identified and engaged;
2.	whether your CoC's Street Outreach covers 100 percent of the CoC's geographic area;
3.	how often your CoC conducts street outreach; and
4.	how your CoC tailored its street outreach to persons experiencing homelessness who are least likely to request assistance.

(limit 2,500 characters)

The CoC’s street outreach efforts are robust and employ a multidisciplinary approach that are low barrier, seek to build trust recognizing people experiencing homelessness may have also experienced trauma. Rapport is built by establishing regular connection by meeting clients in their physical location, offering welfare packs, food, shelter and transportation. Outreach teams use a person-centered, compassionate approach to resolve homelessness through the offer of services to meet their specific needs. Once immediate needs are met, linkages are made to supportive services. This may include mental health, substance use treatment, and legal services. Street outreach engage with stakeholders such as County Outreach & Engagement, Homeless Liaison Officers (HLO’s) and community resource partners to assist in identifying clients who are difficult to find. Street outreach work collaboratively with the Veterans Affairs and Veterans servicing agencies to identify vulnerable Veterans experiencing unsheltered homelessness. The CoC coordinates street outreach efforts by Service Planning Area (SPA) and facilitates placement into emergency shelters, enrollment in CES and permanent housing. The street outreach teams cover the entire CoC’s geographic area which is divided into 3 SPAs. Outreach teams work 7 days a week throughout the CoC and have increased coordination with HLOs, which ensures repeat coverage across the CoC. Outreach teams use a whatever it takes approach to provide and coordinate services. This includes providing integrated, strengths-based case management, focused on reducing mental and physical health barriers to maintaining housing stability, wellness and allows for the needs of the client to be addressed simultaneously and directly. Services include the use of Evidence Based Practices such as Critical Time Intervention, Motivational Interviewing, Harm Reduction and Housing First. Other best practices used include, preparing disability claims, employment and health education interventions to enhance health literacy & management of chronic conditions. The CoC Collaborative Applicant has secured additional funding from the state to support street outreach activities and address homeless encampments. Funding will enhance the CoC’s response to unsheltered homelessness in regional parks by providing flexible funding to increase access to emergency shelter and/or housing to quickly end people’s homelessness.

1D-4.	Strategies to Prevent Criminalization of Homelessness.	
	NOFO Section V.B.1.k.	

Select yes or no in the chart below to indicate strategies your CoC implemented to ensure homelessness is not criminalized and to reverse existing criminalization policies in your CoC’s geographic area:

	Your CoC’s Strategies	Ensure Homelessness is not Criminalized	Reverse Existing Criminalization Policies
1.	Engaged/educated local policymakers	Yes	Yes
2.	Engaged/educated law enforcement	Yes	Yes
3.	Engaged/educated local business leaders	Yes	Yes
4.	Implemented community wide plans	Yes	Yes
5.	Other:(limit 500 characters)		

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1D-5.	Rapid Rehousing–RRH Beds as Reported in the Housing Inventory Count (HIC) or Longitudinal Data from HMIS. NOFO Section V.B.1.I.	
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	HIC Longitudinal HMIS Data	2022	2023
Enter the total number of RRH beds available to serve all populations as reported in the HIC or the number of households served per longitudinal HMIS data, e.g., APR.	HIC	1,097	1,304

1D-6.	Mainstream Benefits–CoC Annual Training of Project Staff. NOFO Section V.B.1.m.	
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Indicate in the chart below whether your CoC trains program staff annually on the following mainstream benefits available for program participants within your CoC's geographic area:

	Mainstream Benefits	CoC Provides Annual Training?
1.	Food Stamps	Yes
2.	SSI–Supplemental Security Income	Yes
3.	SSDI–Social Security Disability Insurance	Yes
4.	TANF–Temporary Assistance for Needy Families	Yes
5.	Substance Use Disorder Programs	Yes
6.	Employment Assistance Programs	Yes
7.	Other (limit 150 characters)	

1D-6a.	Information and Training on Mainstream Benefits and Other Assistance. NOFO Section V.B.1.m	
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Describe in the field below how your CoC:

	1.	systemically provides up-to-date information on mainstream resources available for program participants (e.g., Food Stamps, SSI, SSDI, TANF, substance abuse programs) within your CoC's geographic area;
	2.	works with project staff to collaborate with healthcare organizations, including substance abuse treatment and mental health treatment, to assist program participants with receiving healthcare services; and
	3.	works with projects to promote SSI/SSDI Outreach, Access, and Recovery (SOAR) certification of program staff.

(limit 2,500 characters)

The CoC has a partnership with the Social Services Agency (SSA) who oversees mainstream benefits, including application and eligibility processes. SSA provides presentations to the CoC to promote connections to mainstream benefits including SNAPs, Restaurants Meal Program, TANF, MediCal and General Relief. SSA presented at the quarterly CoC Service Provider Forum, which convenes the CoC General Membership, recruit additional members for the CoC, promote information, resource sharing for service providers and community partners working on the frontlines of the homeless response system. The CoC receives information regarding mainstream benefits through emails and website updates on a regular basis. SSA coordinates with service providers to provide targeted outreach to people experiencing homelessness to reduce barriers to access and expedite the benefits application process. SSA regularly goes onsite to homeless service programs to process mainstream benefit applications, conduct eligibility determinations and award benefits the same day. The CoC coordinates access to VA Healthcare Services at the main campus and satellite clinics for veterans. The CoC works w/Health Care Agency's Public Health Nurses who provide nursing case management to people experiencing homelessness to link to health insurance and primary care. CoC collaborates with healthcare organizations including Federally Qualified Health Centers, Health Care for the Homeless programs, CalAIM & the County-organized health system CalOptima Health to ensure clients access physical and mental health services. The CoC coordinates with CalOptima Health to develop and execute the street medicine program that supports people experience homelessness connect to a medical home and receive ongoing timely medical assistance. The CoC promotes SOAR certification, encouraging providers to provide SOAR training to staff through online courses/webinars. The County of Orange's Care Plus Program offers enhanced care coordination for people who have a history of utilizing multiple programs across the mainstream benefits, shelter, healthcare and corrections systems who are experiencing homelessness. A Multi-Disciplinary Team meets to review cases, expedite eligibility and linkages to services, resulting in increased benefit enrollments. The CoC has a partnership w/employment organizations to ensure that referrals for employment, education, and training are available support to job search assistance and placement.

1D-7.	Increasing Capacity for Non-Congregate Sheltering.	
	NOFO Section V.B.1.n.	

Describe in the field below how your CoC is increasing its capacity to provide non-congregate sheltering.

(limit 2,500 characters)

The CoC has developed a strategy for increasing non-congregate shelter capacity within the CoC’s geographic area by coordinating with the County of Orange’s Housing and Community Development (County HCD). Utilizing the State’s Homekey initiative, the CoC has worked with County HCD to assess for potential non-congregate shelter sites (i.e., motels, hotels, administrative offices) as identified by cities, developers and CoC service providers, as well as evaluating all available funding sources to support the acquisition, rehabilitation, and ongoing operations of the program. The funding sources identified include local funding sources (i.e., City and County General Funds), State funding sources (i.e., Homeless Housing Assistance and Prevention and Homekey Program), and Federal funding sources (ie., HOME-ARPA, CDBG-CV3, ESG-CV). When an appropriate site is identified, the CoC and the County HDC work to formulate a funding plan that leverages all funding sources available to support a robust service provision and program operations. As a result of more funding, the CoC has more non-congregate shelter units prioritizing those experiencing chronic homelessness. Following the success of non-congregate shelter for individuals with high vulnerability, the CoC has identified a prioritization which best aligns with the Coordinated Entry System (CES) Prioritization Policy to serve highly vulnerable individuals in non-congregate shelters. The CoC found that non-congregate shelter programs boosted capacity to meet acute and chronic health needs, mental health conditions, limited mobility, visual and hearing impairments, and/or memory issues to successfully transition to permanent housing or other long-term programs that met the needs of participants such as assisted living programs. The CoC also analyzed data from an equity perspective, considering how the strategy is helping BIPOC, LGBTQ+, and other marginalized groups to overcome barriers to obtain housing. The CES worked to facilitate referrals into non-congregate shelter programs by prioritizing available non- congregate shelter beds to those with the highest vulnerabilities and severe service needs. This also supports system flow in the CoC, as those prioritized into non-congregate shelter will also be most likely to be prioritized for available housing resources thus reducing the length of stay in the program, promoting a positive exit to permanent housing, and turning over the bed for the next participant.

ID-8.	Partnerships with Public Health Agencies–Collaborating to Respond to and Prevent Spread of Infectious Diseases.	
	NOFO Section V.B.1.o.	
	Describe in the field below how your CoC effectively collaborates with state and local public health agencies to:	
1.	develop CoC-wide policies and procedures to respond to infectious disease outbreaks; and	
2.	prevent infectious disease outbreaks among people experiencing homelessness.	

(limit 2,500 characters)

The Orange County CoC in partnership with the local Orange County Health Care Agency, Public Health Services (PHS), have developed CoC-wide policies and procedures for infectious disease outbreaks for which individuals experiencing homelessness are at higher risk of contracting due to their vulnerability. The policies and procedures include plans on responding to and efforts preventing infectious disease outbreaks, which ensures that homeless service providers are adequately prepared to contact and consult with PHS, local emergency medical service providers, and local community-based health clinics and resources. The CoC and PHS officials collaborate to implement components of a comprehensive training plan and implementation of recommended guidance. In partnership with PHS officials, the CoC has conducted trainings and open forums for homeless service providers regarding best practices for infectious diseases, how to access public health support within programs serving the homeless population, testing, isolation and quarantine protocols, access to vaccines and access and distribution of personal protective equipment (PPE). The trainings provide a space for homeless service providers to learn about recommended guidelines as it applies to their specific programs. This supports the timely distribution of accurate and relevant information to the CoC during the pandemic and any future infectious disease outbreaks. Additionally, the CoC continues to consult with PHS officials to gain a clear understanding of best practices and safety guidelines, as updated by the Centers for Disease Control and Prevention, to ensure mitigation of infectious diseases within the homeless population, including COVID-19. The partnership between the CoC and PHS officials ensures that homeless service providers understand their collaborative role with PHS and ensures the necessary training and availability of resources to respond promptly and effectively as outbreaks arise. In addition, the CoC adopted sanitation guidelines to prevent or slow the spread of infectious diseases in environments highly utilized for individuals experiencing homelessness. The CoC has established understanding of the key partners within the County of Orange’s Emergency Operations Center and the State’s Office of Emergency Services along with their roles and responsibilities related to public health emergencies.

ID-8a.	Collaboration With Public Health Agencies on Infectious Diseases.	
	NOFO Section V.B.1.o.	

Describe in the field below how your CoC:	
1.	shared information related to public health measures and homelessness, and
2.	facilitated communication between public health agencies and homeless service providers to ensure street outreach providers and shelter and housing providers are equipped to prevent or limit infectious disease outbreaks among program participants.

(limit 2,500 characters)

The Orange County CoC has continued extensive collaboration with the local Orange County Health Care Agency, Public Health Services (PHS) in addressing and sharing information on the impact of infectious diseases amongst individuals and families experiencing homelessness. The CoC maintains updated contact information and distribution list of partner agencies and resources in the community, including new non-traditional partners, street outreach providers, street medicine, homeless service providers and community-based organizations that have supported the emergency response to infectious disease outbreaks. Through the distribution list, there is a CoC-wide and timely communication strategy that facilitates the sharing of accurate and relevant information with the CoC during public health emergencies and facilitates the circulation of updates and guidance as it is updated by PHS officials. The partnerships built with groups throughout the CoC continues to provide support in the mitigation of infectious disease outbreaks as well as support the CoC in targeting approaches and interventions that best meet the needs of subpopulations or high-risk people experiencing homelessness. The CoC with guidance and collaboration from PHS have established responsive protocols targeting those individuals experiencing homelessness with higher vulnerability and risk to infectious disease outbreaks. This includes prioritizing seniors (age 62 and older), those with underlying health conditions and/or sleeping in uninhabitable locations while also employing a trauma-informed approach with the people experiencing homelessness being impacted. The established protocols are composed of potential isolation, mobilization and access to testing and vaccines. Moreover, infectious disease screening protocols have been implemented to ensure individuals that may be symptomatic are isolated prior to entry into a congregate setting. In addition, heightened sanitation measures have been adopted throughout the homeless service provider locations. This includes active cleaning of all surfaces, communal areas, restrooms, as well as access to hand sanitizer and face masks available to all unsheltered populations. The CoC's active collaboration with all homeless service providers continues to enhance assessments and identification of additional assistance and support needed in advance of public health emergencies.

1D-9.	Centralized or Coordinated Entry System—Assessment Process.	
	NOFO Section V.B.1.p.	
	Describe in the field below how your CoC's coordinated entry system:	
1.	covers 100 percent of your CoC's geographic area;	
2.	uses a standardized assessment process; and	
3.	is updated regularly using feedback received from participating projects and households that participated in coordinated entry.	

(limit 2,500 characters)

The Coordinated Entry System (CES) covers 100% of the geographic area of the CoC. Anyone experiencing homelessness can access CES through physical locations, street outreach and a virtual front door. Street Outreach includes behavioral health and public health teams, community and faith-based organizations and homeless liaison officers, often employing a multidisciplinary approach to connect clients to services. CES has close partnerships with street outreach programs to ensure that people with the highest barriers to accessing services have access to CES. The virtual front door provides an initial intake and facilitates a warm handoff to CES access points. Representatives from all CES access point participate in case conferencing, case file review and share lessons learned. All clients interested in receiving a CES referral to a housing opportunity must complete a standardized CES Assessment to determine housing interest and eligibility. The standardized CES Assessment process reflects the CoC’s values, standardized approach, and ensures that CES is appropriately matching households to the right interventions and levels of assistance. HMIS is used to collect data on all activity related to CES. CES policies & procedures (P&P) detail the CoC’s standardized assessment process, including documentation of the criteria used for uniform decision-making across access points and staff conducting assessments. Feedback is solicited for CES P&Ps prior to implementation from CES Committee, CES stakeholders, public listening sessions and written public feedback process. CES is committed to receiving direction and insight from past clients by engaging the CoCs Lived Experience Advisory Committee (LEAC). CES partner agencies, LEAC members and others with lived experience are encouraged to engage in CoC committee meetings and public listening session to ask questions, provide valuable input based on their lived and professional expertise. In addition, participating agencies and people with lived experience regularly contact CES directly to share their experiences and provide feedback regarding CES P&P’s. The LEAC has begun having conversations with the CES Committee to determine how to address some recommendations LEAC shared. A series of ad hocs from the CES Committee will be formed and include people with lived experience to also work with the LEAC to garner recommendations. LEAC members will be heavily involved in determining the best solution to the concerns.

1D-9a.	Program Participant-Centered Approach to Centralized or Coordinated Entry.	
	NOFO Section V.B.1.p.	

	Describe in the field below how your CoC's coordinated entry system:
1.	reaches people who are least likely to apply for homeless assistance in the absence of special outreach;
2.	prioritizes people most in need of assistance;
3.	ensures people most in need of assistance receive permanent housing in a timely manner, consistent with their preferences; and
4.	takes steps to reduce burdens on people using coordinated entry.

(limit 2,500 characters)

The CES operates three main components - Individuals, Families, and Veterans - to target the unique needs of the subpopulations. In addition, the CES operates a Transitional Aged Youth Registry to proactively engage youth ages 18 to 24 and facilitate access to supportive services and housing resources. The CES implemented a regional approach in which Service Planning Areas coordinate service delivery for people who are least likely to apply for homeless assistance, allow for targeted services, and housing resources and supportive services allocation. CES works closely with street outreach teams and agencies serving vulnerable populations such as behavioral health service providers and drop-in centers, to assist people with the highest service needs and reduce barriers to accessing services and housing. CES has access to translation services and supports to engage people in their preferred language. CES prioritizes people with the longest length of homelessness to available housing resources and supportive services. Through dynamic prioritization and case conferencing, the CES identifies people in most need of assistance and ensures timely service delivery. The CES embraces a Housing First approach and offers connections to housing resources with an emphasis on client choice and without preconditions or service participation requirements. The CES has eliminated the use of the VI- SPDAT and converted to using a standardized CES Assessment that is less timely and able to reflect participant housing needs and interests. The assessment collects the minimum required information for prioritization to connect a person experiencing a housing crisis to a service strategy and housing plan that best meets the person’s needs as rapidly as possible. CES incorporates diversion, housing- focused problem solving, and other resources during assessments. CES has revisited the CES prioritization to ensure that the prioritization process is equitable, targets limited housing resources to the most vulnerable households and is responsive to community feedback. The CES through the CES Committee is continuously collaborating with CES partners, people with lived experience and other community members to improve the CES access, assessment, prioritization and referral policies and procedures. CES allows people to refuse to answer assessment questions and to reject housing and service options offered without penalty or limiting their access to assistance.

1D-9b.	Informing Program Participant about Rights and Remedies through Centralized or Coordinated Entry–Reporting Violations.	
	NOFO Section V.B.1.p.	
	Describe in the field below how your CoC through its centralized or coordinated entry:	
1.	affirmatively markets housing and services provided within the CoC’s geographic area and ensures it reaches all persons experiencing homelessness;	
2.	informs program participants of their rights and remedies available under federal, state, and local fair housing and civil rights laws; and	
3.	reports any conditions or actions that impede fair housing choice for current or prospective program participants to the jurisdiction(s) responsible for certifying consistency with the Consolidated Plan.	

(limit 2,500 characters)

When a new housing development is released for CES matching purposes, then the CES Lead will inform the CES Administrators. The CES Administrators are then required to review their active participants and determine what documentation will be required to become eligible for the housing opportunities. This information is then passed along to all CES Access Points, ranging from street outreach programs to emergency shelter programs. CES Access Points are strategically placed throughout Orange County, with at least two per identified by Service Planning Area (SPAs). In addition to this, if the housing is being provided by any Public Housing Authority (PHA) then the PHA are required to publish Public Notice, informing the public of the new housing opportunities that will be referred to via CES. Both methods used will provide additional information pertaining to any additional services that will be included within the program design. CES participants are informed of their rights during the intake process. There is also a grievance process outlined in the CES Policies and Procedures. CES participants can file a grievance with any component of the CES Policies and Procedures by emailing their complaint with the CES Lead or CES Administrator. Additionally, participants can provide grievances to service providers or a housing provider if they felt their rights have been violated. Before a housing program is open, and before any of the public is made aware, the CES Lead and Administrators are heavily involved with the early stages of planning. This includes reviewing the Tenant Selection Plan to ensure the necessary criteria is not excluding populations that should be otherwise considered for housing. Also, the CES Lead will address any concerns with selection criteria on an as needed basis. If any concerns are found, the concern(s) will be addressed between the CES lead and the CES Access Point or Housing Provider.

1D-10.	Advancing Racial Equity in Homelessness—Conducting Assessment.	
	NOFO Section V.B.1.q.	

1.	Has your CoC conducted a racial disparities assessment in the last 3 years?	Yes
2.	Enter the date your CoC conducted its latest assessment for racial disparities.	05/03/2022

1D-10a.	Process for Analyzing Racial Disparities—Identified Racial Disparities in Provision or Outcomes of Homeless Assistance.	
	NOFO Section V.B.1.q.	

Describe in the field below:

- | | |
|----|--|
| 1. | your CoC's process for analyzing whether any racial disparities are present in the provision or outcomes of homeless assistance; and |
| 2. | what racial disparities your CoC identified in the provision or outcomes of homeless assistance. |

(limit 2,500 characters)

The CoC contracted with C4 Innovations to conduct a Racial Equity Assessment and develop a Racial Equity Roadmap to support the CoC in addressing racial disparities and implementing sustainable change. The data analysis included quantitative and qualitative measures to establish the baseline from which the CoC can build and target racial equity initiatives and help the CoC make data-driven, relevant, and impactful decisions. This resulted in a summary of findings that is being used to support the CoC in creating recommendations with actionable steps to achieve a more racially equitable approach to ending homelessness in Orange County. On an annual basis, the CoC utilizes the CoC Racial Equity Analysis Tool and California’s Homeless Data Integration System (HDIS) which includes each CoCs local HMIS data from 2017 through 2021. Racial disparities and demographic characteristics in HDIS were released that compares percent of general population, percent of people living below poverty level, and percent of people experiencing homelessness. Additionally, the HMIS Lead developed project-specific reports to assist agencies in evaluating racial disparities in program outcomes and a quarterly CoC Racial Equity report to support with system-wide assessment, including how certain racial or ethnic groups have more or less representation in specific sub-populations, like people experiencing Chronic Homelessness, Veterans, Transitional Aged Youth (TAY), Seniors, and household types. Some racial disparities the CoC identified include:

- Black or African American households were the most overrepresented demographic group experiencing homelessness in 2019 in comparison to the Census data, which remains consistent in 2023
- Percentage of Hispanic/Latin(e) households experiencing first time episodes of homelessness went up steadily between 2019 and 2021. Percentage of Non-Hispanic/Non-Latin(e) households experiencing first time episodes of homelessness went down steadily between 2019 and 2021.
- Total number of returns to homelessness in 2 years decreased from 2019 to 2021 for every racial/ethnic group, except Black/African American households. CoC plans to update the Racial Equity Assessment and actionable steps annually, analyzing data from HMIS, CES, agency and CoC-wide reports, and other data sources, to ensure ongoing evaluation of the outcomes of recommendations to address racial disparities within the homeless service system.

1D-10b.	Implemented Strategies that Address Racial Disparities.	
	NOFO Section V.B.1.q.	

Select yes or no in the chart below to indicate the strategies your CoC is using to address any racial disparities.

1.	The CoC’s board and decisionmaking bodies are representative of the population served in the CoC.	No
2.	The CoC has identified steps it will take to help the CoC board and decisionmaking bodies better reflect the population served in the CoC.	Yes
3.	The CoC is expanding outreach in geographic areas with higher concentrations of underrepresented groups.	Yes
4.	The CoC has communication, such as flyers, websites, or other materials, inclusive of underrepresented groups.	Yes
5.	The CoC is training staff working in the homeless services sector to better understand racism and the intersection of racism and homelessness.	Yes

6.	The CoC is establishing professional development opportunities to identify and invest in emerging leaders of different races and ethnicities in the homelessness sector.	Yes
7.	The CoC has staff, committees, or other resources charged with analyzing and addressing racial disparities related to homelessness.	Yes
8.	The CoC is educating organizations, stakeholders, boards of directors for local and national nonprofit organizations working on homelessness on the topic of creating greater racial and ethnic diversity.	Yes
9.	The CoC reviewed coordinated entry processes to understand their impact on people of different races and ethnicities experiencing homelessness.	Yes
10.	The CoC is collecting data to better understand the pattern of program use for people of different races and ethnicities in its homeless services system.	Yes
11.	The CoC is conducting additional research to understand the scope and needs of different races or ethnicities experiencing homelessness.	Yes
	Other:(limit 500 characters)	
12.		

1D-10c.	Implemented Strategies that Address Known Disparities.	
	NOFO Section V.B.1.q.	

Describe in the field below the steps your CoC is taking to address the disparities identified in the provision or outcomes of homeless assistance.

(limit 2,500 characters)

The Orange County CoC is actively taking steps to achieve a more racially equitable approach to ending homelessness in Orange County. Data informed recommendations were created and revised by an established multi-disciplinary team representative of various professional and ethnic backgrounds that applied a racial equity lens to the provision and outcomes of homeless assistance programs in the CoC. From these recommendations, strategies are currently being developed to more effectively and equitably allocate resources, prioritize investments, and advance proactive, targeted approaches to end and prevent racial inequity in the CoC.

These strategies include eliminating barriers with:

1. Ongoing participation and support of the Lived Experience Advisory Committee to ensure that the voices of people with lived expertise and different racial and ethnic backgrounds are integrated into the decision-making process.
2. Increasing capacity and infrastructure to ensure sustainability of racial equity work and make it a priority at the leadership level.
3. Partnering with the local safety net system to better understand and address systemic causes of poverty and inequity.
4. Identifying opportunities to integrate qualitative data in meaning ways across the CoC and within program-level opportunities.
5. Looking at the intersectionality of race and ethnic backgrounds with other data elements such as household type (individuals, family), age, gender, etc. to see where the greatest inequities lie and create targeted interventions.
6. Ongoing training and support to program staff to provide a racial equity lens and tools to support the ongoing evaluation of programs and/or activities.
7. Increased access to communication materials and resources to reduce language barriers (i.e., translation services).

The CoC Board and Collaborative Applicant are receiving technical assistance from Cal ICH Racial Equity Action Lab to implement recommendations, specifically authentic integration of people with lived expertise and increased representation of BIPOC in CoC Board and committee leadership. The Collaborative Applicant is developing a plan for integrating diverse partners, including the leadership of other components of the System of Care, to identify opportunities for data sharing that can support the creation of more inclusive policies, procedures and programs. The CoC is actively reviewing policies and procedures to ensure these are culturally responsive, client-centere

1D-10d.	Tracked Progress on Preventing or Eliminating Disparities.	
	NOFO Section V.B.1.q.	
	Describe in the field below:	
	1. the measures your CoC has in place to track progress on preventing or eliminating disparities in the provision or outcomes of homeless assistance; and	
	2. the tools your CoC uses.	

(limit 2,500 characters)

The Orange County CoC takes proactive steps to identify, prevent and eliminate racial disparities to improve equity in the provision of services and achieve better outcomes. The CoC prioritizes programs that address the disproportionate impacts of homelessness on communities of color, particularly BIPOC communities, by incorporating racial equity questions and practices into the solicitation and program design process. Proposals must address how programs will promote racial equity, fulfill requirement of ongoing racial equity analysis and detail action plans to be implemented to address any racial disparities identified in program operations.

The CoC conducted a Racial Equity Assessment of the homeless service system, including an evaluation of policies and procedures to better understand program effectiveness, bottlenecks, and potential gaps as well as collection of qualitative and quantitative data from various sources. Based on the evaluation of systems strengths and areas for improvement, short and long-term recommendations were made for barrier reduction, supportive services, system-wide training and ongoing learning and communications that increase knowledge and capacity around racial equity and supports the implementation of strategies to promote equitable outcomes. The CoC developed a Racial Equity Framework that outlines strategies for tracking progress overtime by analyzing data from the Point In Time, Homeless Management Information System (HMIS), and Coordinated Entry System, as well as looking at System Performance Measures and Longitudinal Systems Analysis, that provide CoC-wide data and highlight trends across the jurisdiction. The HMIS Lead also develops project-specific reports to assist agencies in evaluating racial disparities in program outcomes and a quarterly CoC Racial Equity report to support with system-wide assessment. The CoC is committed to engaging in partnerships with BIPOC and people with lived expertise to develop more inclusive decision-making processes that transform the CoC and is actively working with technical assistance coaches to create more diverse CoC Board and subcommittee membership. Additionally, CoC leadership is engaged in work with the Office of Population Health and Equity to increase community's impact and action related to addressing health disparities, advancing health equity and working to develop policy measures and practices combating structural and social injustices in health and human services.

1D-11.	Involving Individuals with Lived Experience of Homelessness in Service Delivery and Decisionmaking—CoC's Outreach Efforts.	
	NOFO Section V.B.1.r.	

Describe in the field below your CoC's outreach efforts (e.g., social media announcements, targeted outreach) to engage those with lived experience of homelessness in leadership roles and decision making processes.

(limit 2,500 characters)

The CoC has implemented outreach efforts to engage people with lived experience of homelessness in leadership roles and decision-making processes. The CoC makes announcement during the CoC General, CoC Board and Committee meetings of opportunities to engage with the CoC and related activities. The CoC Collaborative Applicant makes announcements whenever presenting at other meetings where housing and/or homelessness is being addressed to engage individuals with lived experience of homelessness. Additionally, through email list serves and printed materials, the CoC shares information on how individuals with lived experience can engage the CoC and its related activities. Two members with lived expertise participated in the ad hoc to support the FY2023 CoC Program NOFO local competition, evaluating renewal projects and making recommendations towards the ranking and tiering strategy for projects included in this year’s Project Priority Listing. To support specific efforts, CoC providers often post printed materials and/or make announcements when conducting street outreach or at emergency shelters and other programs sites. The CoC has implemented a Lived Experience Advisory Committee (LEAC) comprised of diverse stakeholders and experiences with navigating the CoC. The LEAC reviews and provides feedback on all proposed CoC Policies, Procedures and Standards prior to recommendation for approval to the CoC Board. The LEAC has been helpful in sharing by word of mouth to other individuals with lived experience of homelessness of these upcoming feedback opportunities and facilitated access. The CoC has established a formal compensation protocol for persons with lived experience of homelessness on an hourly rate with visa cards and is actively working to offer more diverse methods of payment. Persons with lived experience receive reasonable compensation for time and expertise provided in participation and for the sharing of experiences, perspectives, knowledge, and recommendations. The CoC is exploring expanding the compensation mechanism to better meet the needs for persons with lived experience and is engaging the LEAC members to support with the planning and design for continued compensation. The CoC has implemented listening sessions and online surveys, where members of the public including individuals with lived experience of homelessness can provide feedback and recommendations on issues related to the CoC and efforts to address and prevent homelessness.

1D-11a.	Active CoC Participation of Individuals with Lived Experience of Homelessness.	
	NOFO Section V.B.1.r.	

You must upload the Letter Signed by Working Group attachment to the 4B. Attachments Screen.

Enter in the chart below the number of people with lived experience who currently participate in your CoC under the four categories listed:

	Level of Active Participation	Number of People with Lived Experience Within the Last 7 Years or Current Program Participant	Number of People with Lived Experience Coming from Unsheltered Situations
1.	Included in the decisionmaking processes related to addressing homelessness.	12	9
2.	Participate on CoC committees, subcommittees, or workgroups.	12	9
3.	Included in the development or revision of your CoC’s local competition rating factors.	2	2

4. Included in the development or revision of your CoC's coordinated entry process.	64	9
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1D-11b.	Professional Development and Employment Opportunities for Individuals with Lived Experience of Homelessness. NOFO Section V.B.1.r.	
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Describe in the field below how your CoC or CoC membership organizations provide professional development and employment opportunities to individuals with lived experience of homelessness.

(limit 2,500 characters)

CoC promotes the integration of individuals w/lived experience of homelessness in both professional development and employment opportunities across service providers. The CoC consists of agencies that provide job training, employment opportunities to those w/lived experience to connect w/the workforce to learn the skills necessary to attain income, such as support from an employment specialist; job search, application assistance; employment preparation classes; resume writing & practice interviews & referrals. The CoC partners w/the public & private sector to examine & adjust hiring practices that exclude people w/lived expertise. Some of these adjustments include removing the requirement for a particular education degree or certificate, changing background checks processes, the consideration to use a skills test in place of degrees. The CoC encourages services providers to hire in positions at all levels, including front-line, administration & management. By setting this as a priority, the CoC will examine candidates for their applicable lived experience for open positions & look to leverage them into development opportunities to take on more responsibility & develop skills necessary for career movement. The CoC established a formal compensation protocol for persons w/lived experience, which assists w/a form of income and developing professional skills that are needed in employment. Promoting engagement & participation into the work of homeless services is essential, encouraging to those experiencing homelessness that their representation matters & it is an opportunity to continue to develop professionally along w/gaining experience. The CoC has worked to promote persons w/lived experience as event facilitators & looks to continue to expand on these opportunities as they arise. It is important to continue to let the public know that persons w/lived experience are available for speaking opportunities as that is helpful exposure to the professional world & builds an experience that can be leveraged into other roles. The CoC is also further supporting the professional development of the Lived Experience Advisory Committee members through a training program offered through National Coalition for the Homeless. Further, the CoC has allocated resource to send persons w/lived experience to conferences & summits to further that professional development for networking opportunities & ensuring their participation in larger discussions is incorporated.

1D-11c.	Routinely Gathering Feedback and Addressing Challenges of Individuals with Lived Experience of Homelessness. NOFO Section V.B.1.r.	
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Describe in the field below:

1.	how your CoC routinely gathers feedback from people experiencing homelessness;
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2.	how your CoC routinely gathers feedback from people who have received assistance through the CoC or ESG Programs; and
3.	the steps your CoC has taken to address challenges raised by people with lived experience of homelessness.

(limit 2,500 characters)

The CoC has taken numerous steps to address the challenges raised by individuals with lived experience of homelessness and encourages their participation in the CoC Board, Committees and Working Groups. The CoC has established a Lived Experience Advisory Committee (LEAC) of 8 individuals with diverse backgrounds and subpopulations. The LEAC ensures the voices and perspectives of individuals with current or past lived experience of homelessness are heard and integrated into the decision-making process of the CoC Board and facilitates the sharing of recommendations and findings that would be helpful in addressing challenges and reducing barriers for others experiencing homelessness. The LEAC collaborates and supports the work of the CoC Board for the purposes of evaluation and systems improvement, including how to improve the policies and procedures and the quality and types of services provided in the CoC. The CoC has routinely gathered feedback in a variety of ways from people who have received assistance through the CoC and ESG Programs. This not only includes the participation of individuals with lived experience in the meetings listed above but also, ad hocs, facilitating focus groups, listening sessions, and conducting online surveys. There is participation from individuals with lived experience in leadership roles and as hired staff, as well as current program participants and people engaging the CoC. Through the annual gaps analysis those with lived experience are considered key informant consultants and have helped shaped recommendations and strategies, specifically program and services design and improvements, incorporating promising and emerging practices. As part of the Racial Equity Framework the CoC has involved people with lived experience to evaluate racial equity and address disparities, as well as implemented recommendations on the homeless count, the CES and HMIS processes. CoC ensures that feedback gathered is conducted on topics related to sheltered and unsheltered homelessness, as well as project interventions and engagements with other components of the System of Care that person may engage with when experiencing homelessness, including the CES. CoC agencies have developed processes to routinely gather feedback (program and services exit surveys), established advisory groups of current and past program participants and work to address challenges as identified by individuals with lived experience throughout their programs.

1D-12.	Increasing Affordable Housing Supply.	
	NOFO Section V.B.1.t.	
	Describe in the field below at least 2 steps your CoC has taken in the past 12 months to engage city, county, or state governments that represent your CoC's geographic area regarding the following:	
1.	reforming zoning and land use policies to permit more housing development; and	
2.	reducing regulatory barriers to housing development.	

(limit 2,500 characters)

The CoC actively supports efforts in increase the affordable housing supply by engaging in discussions with the cities, county, and state governments on the reformation of zoning, land use policies to permit more housing development and reduce regulatory barriers to housing development. The CoC has taken steps to support accessory dwelling unit (ADU) and religious land rezoning for affordable housing, so residents can house individuals on their own property & create more options for those needing access to affordable housing. The CoC has made recommendations for increased homeless & housing resources through the Consolidated Plan process, provided information on HIC, Homeless Count & HMIS data to entitlement jurisdictions. This collaboration has assisted in informing the plans to demonstrate the need for greater types of housing. The CoC has encouraged inclusionary zoning policies to require or encourage affordable housing development in certain areas of the jurisdiction. Cities are adopting these inclusionary zoning policies when siting new projects for development, which has been helpful in increasing the housing stock for low and/or moderate-income residents. Through the Homekey Program, the CoC has made it a priority to support adaptive re-use of existing buildings & took advantage of hotel conversions w/a focus on development of PSH. The CoC has promoted the advancement of HOME Investment Partnerships Program (HOME) as a key tool for the production & preservation of affordable rentals including PSH & facilitated feedback sessions with HOME jurisdictions regarding the use of HOME ARP funding. The Urban County of Orange committed all their HOME ARP funding for the development of supportive housing & included the funding in the 2023 PSH NOFA. There have been affordable housing projects created out of these initiatives that the CoC has financially supported. The CoC continues to search for areas to collaborate & partner in housing development. The CoC has long supported a density bonus, which allows developers to build more in a certain area in exchange for a community benefit, such as affordable housing units. The CoC advocates for expedited review, permitting processes for developers building affordable housing units, reducing the time & the cost to build these units. This creates an incentive to build these types of units so there is no delay with an ability to move through regulation requirements.

1E. Project Capacity, Review, and Ranking–Local Competition

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1E-1.	Web Posting of Your CoC’s Local Competition Deadline–Advance Public Notice. NOFO Section V.B.2.a. and 2.g. You must upload the Web Posting of Local Competition Deadline attachment to the 4B. Attachments Screen.	
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1.	Enter your CoC’s local competition submission deadline date for New Project applicants to submit their project applications to your CoC—meaning the date your CoC published the deadline.	08/24/2023
2.	Enter the date your CoC published the deadline for Renewal Project applicants to submit their project applications to your CoC’s local competition—meaning the date your CoC published the deadline.	08/16/2023

1E-2.	Project Review and Ranking Process Your CoC Used in Its Local Competition. We use the response to this question and the response in Question 1E-2a along with the required attachments from both questions as a factor when determining your CoC’s eligibility for bonus funds and for other NOFO criteria below. NOFO Section V.B.2.a., 2.b., 2.c., 2.d., and 2.e. You must upload the Local Competition Scoring Tool attachment to the 4B. Attachments Screen. Select yes or no in the chart below to indicate how your CoC ranked and selected project applications during your local competition:	
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1.	Established total points available for each project application type.	Yes
2.	At least 33 percent of the total points were based on objective criteria for the project application (e.g., cost effectiveness, timely draws, utilization rate, match, leverage), performance data, type of population served (e.g., DV, youth, Veterans, chronic homelessness), or type of housing proposed (e.g., PSH, RRH).	Yes
3.	At least 20 percent of the total points were based on system performance criteria for the project application (e.g., exits to permanent housing destinations, retention of permanent housing, length of time homeless, returns to homelessness).	Yes
4.	Provided points for projects that addressed specific severe barriers to housing and services.	Yes

5.	Used data from comparable databases to score projects submitted by victim service providers.	Yes
6.	Provided points for projects based on the degree the projects identified any barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homelessness population, and has taken or will take steps to eliminate the identified barriers.	Yes

1E-2a.	Scored Project Forms for One Project from Your CoC's Local Competition. We use the response to this question and Question 1E-2. along with the required attachments from both questions as a factor when determining your CoC's eligibility for bonus funds and for other NOFO criteria below.	
	NOFO Section V.B.2.a., 2.b., 2.c., and 2.d.	

You must upload the Scored Forms for One Project attachment to the 4B. Attachments Screen.
 Complete the chart below to provide details of your CoC's local competition:

1.	What were the maximum number of points available for the renewal project form(s)?	100
2.	How many renewal projects did your CoC submit?	24
3.	What renewal project type did most applicants use?	PH-PSH

1E-2b.	Addressing Severe Barriers in the Local Project Review and Ranking Process.	
	NOFO Section V.B.2.d.	

Describe in the field below:

1.	how your CoC analyzed data regarding each project that has successfully housed program participants in permanent housing;
2.	how your CoC analyzed data regarding how long it takes to house people in permanent housing;
3.	how your CoC considered the specific severity of needs and vulnerabilities experienced by program participants preventing rapid placement in permanent housing or the ability to maintain permanent housing when your CoC ranked and selected projects; and
4.	considerations your CoC gave to projects that provide housing and services to the hardest to serve populations that could result in lower performance levels but are projects your CoC needs in its geographic area.

(limit 2,500 characters)

The CoC relied on project-level performance reports created by the HMIS Lead in partnership with the Data Management and Performance Committee, and Annual Performance Reports submitted by the applicants for renewal projects to the HUD. This included project performance measures that the CoC considers key in determining a high-performing project, utilizing data thresholds informed by the CoC’s System Performance Measures Report and national best practices. The CoC analyzed data to evaluate the average days until permanent housing placement for Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH) projects. This was calculated by the number of days between the project start date and housing move-in date. The average performance on how long it takes to house people in performance housing for PSH was 30 days and for RRH was 29 days. The CoC continued use of two performance measures that were introduced in the FY2022 CoC Program Notice of Funding Opportunity, to evaluate rapid placement in permanent housing or the ability to maintain permanent housing these criteria noting that all referrals are made by the CES – successful CES referrals, days between CES match and program enrollment. Additionally, the CES prioritizes referrals to permanent housing resources to individuals with the longest length of homelessness and highest vulnerabilities. A majority of projects are PHS and as such focused on serving those experiencing chronic homelessness with high service needs, making the review and evaluation of projects consistent. The CoC determined that the initial engagement of a client in the program was an indicator of the severity of needs and the project’s approach to service delivery to meet specific needs and high vulnerabilities. The CoC evaluated returns to homelessness for PSH and RRH projects, stabilization in permanent housing for PSH and successful exits from RRH, to evaluate the ability of clients to maintain housing. The CoC considered the specific severity of needs and vulnerabilities experienced by clients preventing rapid placement in permanent housing or the ability to maintain permanent housing by allowing renewal projects to provide additional information that provided context around certain performance measures. The CoC understands that projects that provide housing and services to those with server service needs could result in lower performance scores and will support these projects on improving performance through technical assistance.

1E-3.	Advancing Racial Equity through Participation of Over-Represented Populations in the Local Competition Review and Ranking Process.	
	NOFO Section V.B.2.e.	

Describe in the field below:	
1.	how your CoC used the input from persons of different races and ethnicities, particularly those over-represented in the local homelessness population, to determine the rating factors used to review project applications;
2.	how your CoC included persons of different races and ethnicities, particularly those over-represented in the local homelessness population in the review, selection, and ranking process; and
3.	how your CoC rated and ranked projects based on the degree to which their project has identified any barriers to participation (e.g., lack of outreach) faced by persons of different races and ethnicities, particularly those over-represented in the local homelessness population, and has taken or will take steps to eliminate the identified barriers.

(limit 2,500 characters)

The CoC has presented on the CoC local competition process, including the review and ranking components, at the CoC Board and Committee meetings. The CoC Collaborative Applicant provided regular updates on the CoC local competition process at other formal meetings where housing or homelessness are the primary topic discussed. The CoC also makes this information available via the website that can be translated to other languages and through email distribution. These activities support the engagement of persons of different races and ethnicities, particularly those overrepresented in the local homeless population. The CoC continues to increase the participation of those overrepresented in the local homelessness population and increase knowledge and capacity around racial equity and implementation of strategies to promote equitable outcomes. The CoC Board established an Ad Hoc comprised of 6 non-conflicted members, that included 2 people with lived experience of homelessness, and 4 CoC Board members, to support in the local scoring and ranking process for renewal and new projects. The Ad Hoc maintained the scoring criterion from FY2022 aimed at evaluating Equity, Access and Inclusion to better understand the project's equitable service for clients, including BIPOC and LGBTQ+ communities. This included an evaluation of barriers that lead to racial disparities, taken steps to eliminate barriers to improve racial equity, and implemented measures to evaluate the efficacy of the steps taken within the project. The Ad Hoc also recommended leveraging project applicant's involvement of persons with lived experience in the design and implementation of the project. The CoC Board authorized two review panels be established to score and evaluate the CoC Bonus, Reallocation and Domestic Violence Bonus Proposals. Socialization for panel members was broadly shared via email distribution and announced at CoC meetings, to gain a diverse pool of interested members. The review panels were comprised of 3 non-conflicted members including at least one person with lived experience of homelessness and at least one BIPOC person, recognizing that BIPOC are over-represented in the local homelessness population. The review panels had a strong understanding of the CoC, the project types and subpopulation focuses and evidenced-based practices. The review panels scored projects individually and then convened to discuss which proposals should be included in the CoC Project Listings.

1E-4.	Reallocation—Reviewing Performance of Existing Projects.	
	NOFO Section V.B.2.f.	

Describe in the field below:

1.	your CoC's reallocation process, including how your CoC determined which projects are candidates for reallocation because they are low performing or less needed;
2.	whether your CoC identified any low performing or less needed projects through the process described in element 1 of this question during your CoC's local competition this year;
3.	whether your CoC reallocated any low performing or less needed projects during its local competition this year; and
4.	why your CoC did not reallocate low performing or less needed projects during its local competition this year, if applicable.

(limit 2,500 characters)

The CoC adopted a Reallocation Strategy and Policy that outlines the reallocation process during the CoC Program NOFO on August 24, 2022, which was applicable following the action and impacts future funding cycles. The CoC-adopted Reallocation Strategy and Policy aims to promote the most effective and high performing projects that deliver high quality services to the homeless population and improve system performance. The CoC-adopted Reallocation Strategy was recommended during the CoC Program NOFOs by the CoC NOFO Ad Hoc in partnership with the HMIS Lead and Collaborative Applicant highlighting the importance of a consistent and well-known reallocation strategy to be used year over year. The CoC-adopted Reallocation Strategy and Policy is applicable to CoC Renewal Projects and looks to ensure that projects with project performance score of less than 60% during two CoC NOFO funding cycles are reallocated. The two-NOFO cycle time period provides an opportunity for the CoC-funded agencies to seek technical assistance (TA), does not rely on simply on year of poor system performance, and provides notice that this a renewal program that will be closely evaluated moving forward. The policy also authorizes the CoC Collaborative Applicant and HMIS Lead in providing support and TA to low performing projects throughout the year to improving performance and look at other operational components that could inadvertently be impacting performance and service quality. This policy also is a way to facilitate reallocation conversations on an ongoing basis. Under the policy the CoC identified one rapid rehousing project that has performed low for two consecutive years and will be the first project to be reallocated based on the policy. The CoC will provide written warnings to two permanent supportive housing renewal projects that need to improve performance through the operational year. The two projects currently provide vital permanent supportive housing and rapid rehousing services to individuals and families and reallocating these programs could disrupt the housing stability of many. Additionally, the CoC Collaborative Applicant and the CoC NOFO Ad Hoc evaluate renewal projects thoroughly and discuss other factors and/or criteria to consider through the CoC’s reallocation process, to ensure that the CoC best meet the needs of the homeless population. Any recommendations for additional reallocation are presented to the CoC Board for approval.

1E-4a.	Reallocation Between FY 2018 and FY 2023.	
	NOFO Section V.B.2.f.	

	Did your CoC cumulatively reallocate at least 20 percent of its ARD between FY 2018 and FY 2023?	No
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1E-5.	Projects Rejected/Reduced–Notification Outside of e-snaps.	
	NOFO Section V.B.2.g.	
	You must upload the Notification of Projects Rejected-Reduced attachment to the 4B. Attachments Screen.	

1.	Did your CoC reject any project application(s) submitted for funding during its local competition?	Yes
2.	Did your CoC reduce funding for any project application(s) submitted for funding during its local competition?	No
3.	Did your CoC inform applicants why your CoC rejected or reduced their project application(s) submitted for funding during its local competition?	Yes
4.	If you selected Yes for element 1 or element 2 of this question, enter the date your CoC notified applicants that their project applications were being rejected or reduced, in writing, outside of e-snaps. If you notified applicants on various dates, enter the latest date of any notification. For example, if you notified applicants on 06/26/2023, 06/27/2023, and 06/28/2023, then you must enter 06/28/2023.	09/12/2023

1E-5a.	Projects Accepted–Notification Outside of e-snaps.	
	NOFO Section V.B.2.g.	
	You must upload the Notification of Projects Accepted attachment to the 4B. Attachments Screen.	

	Enter the date your CoC notified project applicants that their project applications were accepted and ranked on the New and Renewal Priority Listings in writing, outside of e-snaps. If you notified applicants on various dates, enter the latest date of any notification. For example, if you notified applicants on 06/26/2023, 06/27/2023, and 06/28/2023, then you must enter 06/28/2023.	09/12/2023
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1E-5b.	Local Competition Selection Results for All Projects.	
	NOFO Section V.B.2.g.	
	You must upload the Local Competition Selection Results attachment to the 4B. Attachments Screen.	

	Does your attachment include: 1. Project Names; 2. Project Scores; 3. Project accepted or rejected status; 4. Project Rank–if accepted; 5. Requested Funding Amounts; and 6. Reallocated funds.	Yes
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1E-5c.	Web Posting of CoC-Approved Consolidated Application 2 Days Before CoC Program Competition Application Submission Deadline.	
	NOFO Section V.B.2.g. and 24 CFR 578.95.	
	You must upload the Web Posting–CoC-Approved Consolidated Application attachment to the 4B. Attachments Screen.	

	Enter the date your CoC posted the CoC-approved Consolidated Application on the CoC’s website or partner’s website–which included: 1. the CoC Application; and 2. Priority Listings for Reallocation forms and all New, Renewal, and Replacement Project Listings.	09/26/2023
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1E-5d.	Notification to Community Members and Key Stakeholders that the CoC-Approved Consolidated Application is Posted on Website.	
	NOFO Section V.B.2.g.	
	You must upload the Notification of CoC-Approved Consolidated Application attachment to the 4B. Attachments Screen.	

	Enter the date your CoC notified community members and key stakeholders that the CoC-approved Consolidated Application was posted on your CoC's website or partner's website.	09/26/2023
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2A. Homeless Management Information System (HMIS) Implementation

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

2A-1.	HMIS Vendor.	
	Not Scored–For Information Only	

	Enter the name of the HMIS Vendor your CoC is currently using.	Bitfocus
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2A-2.	HMIS Implementation Coverage Area.	
	Not Scored–For Information Only	

	Select from dropdown menu your CoC’s HMIS coverage area.	Single CoC
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2A-3.	HIC Data Submission in HDX.	
	NOFO Section V.B.3.a.	

	Enter the date your CoC submitted its 2023 HIC data into HDX.	04/28/2023
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2A-4.	Comparable Database for DV Providers–CoC and HMIS Lead Supporting Data Collection and Data Submission by Victim Service Providers.	
	NOFO Section V.B.3.b.	

	In the field below:	
1.	describe actions your CoC and HMIS Lead have taken to ensure DV housing and service providers in your CoC collect data in HMIS comparable databases;	
2.	state whether DV housing and service providers in your CoC are using a HUD-compliant comparable database–compliant with the FY 2022 HMIS Data Standards; and	

3. state whether your CoC's HMIS is compliant with the FY 2022 HMIS Data Standards.

(limit 2,500 characters)

The HMIS Lead completes an annual agency audit for all domestic violence housing and service providers that receive CoC Program and/or Emergency Solutions Grant (ESG) funding. The annual agency audit includes reviewing privacy and security standards outlined by the HUD, including HUD's most recent reporting standards and comma separated value (CSV) format specifications, and adherence to the Orange County CoC's Policies and Procedures. The annual agency audit also reviews compliance with all HUD reporting and HMIS Data Standards to ensure that domestic violence housing and service providers are collecting the same data elements across all project types, including the universal data elements and the program specific data elements as detailed by HUD. In addition, the domestic violence housing and service providers send quarterly, de-identified data exports to the HMIS Lead. This data is transferred to the HMIS Lead through password protected, encrypted communication on a set schedule at least two times a year. The HMIS Lead reviews for data quality, as well as project performance measures at least twice a year based on an CoC Board approved schedule. This information is used to review the domestic violence housing and service provider's performance in comparison to other CoC providers operating the same project type and assist in the performance evaluation in comparison to HUD System Performance Measures and local performance measures. This information is also used during the local competition process for the CoC Program Notice of Funding Opportunity. The domestic violence housing and service providers are encouraged to participate in Data and Performance Measures Committee meetings to discuss data entry issues and strategies that improve data collection as well as programmatic practices that improve service delivery and outcomes. The HMIS implementation for Orange County and all comparable databases for domestic violence housing and service providers that receive CoC Program and/or ESG funding are in compliance with the 2022 HMIS Data Standards as appropriate by project type and funding source. The domestic violence housing and service providers in the CoC work with the HMIS Lead to ensure that projects are appropriately set up in the comparable database to support appropriate reporting and performance evaluation. This information is particularly useful when the CoC is completing the sheltered Point In Time Count and Housing Inventory Count.

2A-5. Bed Coverage Rate—Using HIC, HMIS Data—CoC Merger Bonus Points.

NOFO Section V.B.3.c. and V.B.7.

Enter 2023 HIC and HMIS data in the chart below by project type:

Project Type	Total Year-Round Beds in 2023 HIC	Total Year-Round Beds in HIC Operated by Victim Service Providers	Total Year-Round Beds in HMIS	HMIS Year-Round Bed Coverage Rate
1. Emergency Shelter (ES) beds	2,814	191	2,494	95.08%
2. Safe Haven (SH) beds	0	0	0	
3. Transitional Housing (TH) beds	844	88	362	47.88%

4. Rapid Re-Housing (RRH) beds	1,304	201	1,103	100.00%
5. Permanent Supportive Housing (PSH) beds	2,917	57	2,860	100.00%
6. Other Permanent Housing (OPH) beds	0	0	0	

2A-5a.	Partial Credit for Bed Coverage Rates at or Below 84.99 for Any Project Type in Question 2A-5.	
	NOFO Section V.B.3.c.	

For each project type with a bed coverage rate that is at or below 84.99 percent in question 2A-5, describe:

1.	steps your CoC will take over the next 12 months to increase the bed coverage rate to at least 85 percent for that project type; and
2.	how your CoC will implement the steps described to increase bed coverage to at least 85 percent.

(limit 2,500 characters)

The CoC continues to work with agencies operating homeless service programs within the CoC to increase bed coverage and HMIS participation. The CoC has worked to diversify the agencies that are awarded funding that require HMIS participation, resulting in more agencies participating in HMIS. The CES has been fully implemented in HMIS and resulted in increased participation from all project types. The CoC’s coverage of Transitional Housing beds has been maintained at the same rate as last year and minimal process has been made in efforts to increase bed coverage. The OC Rescue Mission continues to delay participation in HMIS and accounts for 89% (345) of the Transitional Housing beds not in HMIS. This has a severe impact in the HMIS coverage rate for Transitional Housing, especially as the number of Transitional Housing beds continues to decrease year over year. The HMIS Lead and CoC Collaborative Applicant continue to have conversations with the OC Rescue Mission leadership around the benefits of participating in HMIS and impacts to the CoC. The OC Rescue Mission is regularly invited to participate in HMIS trainings and CoC meetings to discuss the use of data to identify inequities in service access and delivery, as well as share strategies and best practices that support racial equity and overall care coordination for program participants. The CoC’s coverage of Emergency Shelter beds and Rapid Rehousing beds has increased year over year and now exceeds 85 percent. This improvement can be explained by the addition of new projects that are receiving State and/or Federal funding that require HMIS participation. Additionally, the County of Orange who functions as the CoC Collaborative Applicant has required HMIS participation of all homeless service programs, regardless of funding source to assist the CoC in increasing the overall bed coverage rates across all project types. The HMIS Lead has implemented a bed reservation system for Emergency Shelter and Interim Housing beds that has encouraged the participation of additional Emergency Shelters in HMIS. Since the last NOFO, the Emergency Shelter bed reservation system has been expanding in HMIS and is coordinating placement into 715 beds.

2A-6.	Longitudinal System Analysis (LSA) Submission in HDX 2.0.	
	NOFO Section V.B.3.d.	
	You must upload your CoC’s FY 2023 HDX Competition Report to the 4B. Attachments Screen.	

Did your CoC submit at least two usable LSA data files to HUD in HDX 2.0 by February 28, 2023, 8 p.m. EST?	Yes
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2B. Continuum of Care (CoC) Point-in-Time (PIT) Count

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

2B-1.	PIT Count Date.	
	NOFO Section V.B.4.a	

	Enter the date your CoC conducted its 2023 PIT count.	02/21/2022
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2B-2.	PIT Count Data–HDX Submission Date.	
	NOFO Section V.B.4.a	

	Enter the date your CoC submitted its 2023 PIT count data in HDX.	04/28/2023
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2B-3.	PIT Count–Effectively Counting Youth in Your CoC’s Most Recent Unsheltered PIT Count.	
	NOFO Section V.B.4.b.	

	Describe in the field below how your CoC:	
	1. engaged unaccompanied youth and youth serving organizations in your CoC’s most recent PIT count planning process;	
	2. worked with unaccompanied youth and youth serving organizations to select locations where homeless youth are most likely to be identified during your CoC’s most recent PIT count planning process; and	
	3. included youth experiencing homelessness as counters during your CoC’s most recent unsheltered PIT count.	

(limit 2,500 characters)

The CoC contracted with Covenant House California (CHC) to lead a youth focused effort to better count youth experiencing homelessness during the 2022 PIT by involving youth in the count and engaging stakeholders that work closely with youth, including but not limited to other youth- serving organizations, family service providers, schools, school districts, community colleges and universities. CHC worked with these partners to assist in identifying and mapping the locations where youth experiencing homelessness were most likely to be found in advance of the count. At the youth's and partners' recommendation, Drop-in centers, outreach teams, housing programs, emergency shelters, community centers, community-based probation sites & public schools were engaged in the planning & implementation of the 2022 PIT. These partners also worked to publicize information on the PIT, including locations where youth could go to get counted and how to volunteer for the PIT, thereby increasing the chance that youth who are not connected to homeless services will be represented in the count. Youth were paid to survey other youth experiencing homelessness who came to be counted and through community canvassing. Having youth administer the survey increased participation rates as youth are more willing to complete a survey administered by their peers than by service providers or community volunteers. There were 3 come and be counted events hosted across the CoC, offering offer food and other resources to increase the chances of counting all youth. Youth communicated events through social media, word of mouth, as well as the decisions that communities made about where and when events were held. Through the youth engagement & participation, the CoC maximized the chance of attracting youth who might not consider themselves to be experiencing homeless. The CoC did not conduct an unsheltered PIT count in 2023. In preparation for the 2024 PIT count, the CoC has established an Ad Hoc with representation from two youth serving agencies, CHC and Orangewood Foundation. Both agencies will support in recruiting youth with current or past lived experience of homelessness to support the planning of the unsheltered PIT. The 2022 PIT count methodology will be replicated & enhanced, as well as lessons learned from the 2022 PIT count will be applied during the 2024 PIT Count planning that is currently underway.

2B-4.	PIT Count–Methodology Change–CoC Merger Bonus Points.	
NOFO Section V.B.5.a and V.B.7.c.		
In the field below:		
1.	describe any changes your CoC made to your sheltered PIT count implementation, including methodology or data quality changes between 2022 and 2023, if applicable;	
2.	describe any changes your CoC made to your unsheltered PIT count implementation, including methodology or data quality changes between 2022 and 2023, if applicable; and	
3.	describe how the changes affected your CoC's PIT count results; or	
4.	state "Not Applicable" if there were no changes or if you did not conduct an unsheltered PIT count in 2023.	

(limit 2,500 characters)

Not applicable. The Orange County CoC did not make any changes to the sheltered PIT count implementation between 2022 and 2023. The Orange County CoC did not conduct an unsheltered PIT count in 2023, and as such has no methodology changes to report.

2C. System Performance

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

2C-1.	Reduction in the Number of First Time Homeless–Risk Factors Your CoC Uses.	
	NOFO Section V.B.5.b.	
	In the field below:	
	1. describe how your CoC determined the risk factors to identify persons experiencing homelessness for the first time;	
	2. describe your CoC’s strategies to address individuals and families at risk of becoming homeless; and	
	3. provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to reduce the number of individuals and families experiencing homelessness for the first time	

(limit 2,500 characters)

The System Performance Measures (SPM) Report identified 6,075 individuals reporting first time homelessness, resulting in an increase of 1,645 from previous SPM reports. This increase can be partially attributed to the changes in the rental market and impacts to people’s income during the COVID-19 pandemic. The Orange County CoC has implemented a diversion and homelessness prevention strategy, focused on strengths-based, problem-solving approaches to support people remain permanently housed and reduce the number of people experiencing homelessness for the first time. The CoC has worked to identify sustainable and flexible funding sources to support these activities on an ongoing basis that pay for rental arrears, utility arrears, and/or other unexpected costs that impact people’s housing stability. The CoC identifies and prevents individuals and families from becoming homeless by providing one-time or short-term rental and/or utility assistance or financial assistance to address transportation or employment challenges. The CoC implemented a diversion assessment within HMIS to collect data on the types of assistance and problem-solving activities that promote housing stability. The CoC has also expanded the CES functionality to prioritize households for available homelessness prevention assistance, especially for racial and ethnic groups overrepresented among the homeless population. A CES homelessness prevention assessment was developed by the CoC and incorporated within HMIS to identify risk factors for homelessness and facilitate connection to available supportive services and/or financial assistance. This allows for valuable data to be collected by and supports the CoC in identifying specific risk factors that lead to housing instability and/or homelessness such as loss of income, history of residential instability, change in household status, interactions with community corrections or emergency medical services. A strategic plan was developed to ensure that when individuals or families who experience one or more of the above risk factors are connected to and the needed services are provided to them such as financial assistance for rental arrears, utility arrears and/or other unexpected expenses, employment search assistance and services, connections to mainstream resources and/or stabilization services. The person responsible for overseeing the CoC’s strategy is the CoC Manager from the County of Orange’s Office of Care Coordination.

2C-1a.	Impact of Displaced Persons on Number of First Time Homeless.	
	NOFO Section V.B.5.b	

Was your CoC’s Number of First Time Homeless [metric 5.2] affected by the number of persons seeking short-term shelter or housing assistance displaced due to:

1.	natural disasters?	No
2.	having recently arrived in your CoCs’ geographic area?	No

2C-2.	Length of Time Homeless—CoC’s Strategy to Reduce.	
	NOFO Section V.B.5.c.	

In the field below:

1.	describe your CoC’s strategy to reduce the length of time individuals and persons in families remain homeless;	
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2.	describe how your CoC identifies and houses individuals and persons in families with the longest lengths of time homeless; and
3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to reduce the length of time individuals and families remain homeless.

(limit 2,500 characters)

The CoC is implementing its strategy to reduce the length of homelessness (LOH) by focusing on engagement of individuals and families experiencing homelessness, and creating system flow from street outreach, emergency shelter, transitional housing, and permanent housing programs through exits to appropriate and positive destinations that end homelessness. The CoC continuously evaluates the various components of the CoC to identify bottlenecks and opportunities for improvement. This includes integrating strengths-based, problem-solving approaches in street outreach and emergency shelter to divert from the homeless service system and providing homeward bound programming to assist clients in reuniting with existing support networks. Intensive case management and focus on housing plans are the core services in emergency shelters programs operate using a trauma informed model. To further support these efforts, the CES policies and priorities aim to reduce the LOH a person experiences by quickly connecting them to available housing resources and supportive services, such as Rapid Rehousing, permanent supportive housing, housing choice vouchers, and affordable housing. This is done by prioritizing households with the longest LOH for housing opportunities, thus targeting the most vulnerable populations and ultimately reducing the overall LOH for the CoC. The CoC also implements a multi-disciplinary team approach to wraparound services and support for high utilizers of the System of Care. This facilitates the coordination of services, an understanding of who is engaging the person and when and identifies points of contact for positive engagement. All CoC permanent housing projects have implemented a Housing First approach. To support people experiencing homelessness in securing housing, the CoC developed a housing navigation program that assists through the housing search and application process, and paired it with a landlord incentive program that identifies and secures available housing units through funding flexibilities such as double security deposit, holding fees while units await inspection, application fees, provides conflict resolution and eliminates barriers to securing permanent housing, including affordability and availability. Additionally, the CoC remains committed to increasing permanent housing opportunities. The person responsible for overseeing the CoC's strategy is the CES Administrator from the County of Orange's Office of Care Coordination.

2C-3.	Exits to Permanent Housing Destinations/Retention of Permanent Housing—CoC's Strategy	
	NOFO Section V.B.5.d.	

In the field below:	
1.	describe your CoC's strategy to increase the rate that individuals and persons in families residing in emergency shelter, safe havens, transitional housing, and rapid rehousing exit to permanent housing destinations;
2.	describe your CoC's strategy to increase the rate that individuals and persons in families residing in permanent housing projects retain their permanent housing or exit to permanent housing destinations; and
3.	provide the name of the organization or position title that is responsible for overseeing your CoC's strategy to increase the rate that individuals and families exit to or retain permanent housing.

(limit 2,500 characters)

The CoC’s strategy to increase and improve exits to permanent housing from emergency shelters, transitional housing, and rapid rehousing utilize a Housing First approach, develop an individualized housing plan accounting for the barriers and needs of the household, provide housing navigation services, increasing availability and diversity of housing resources, support in acquiring needed documentation and completing forms required for housing. Housing navigation supports people experiencing homelessness be well prepared and attend meetings with property management, potential landlords, setting appointments, and following up on housing leads. The CoC Collaborative Applicant has expanded available housing navigation services and resources through the implementation of a landlord incentive program aimed at engaging private property owners in making housing units available leveraging various incentives. The County has committed to the development of 2,700 units of supportive housing vouchers. The CoC and public housing authorities have worked to develop a universal application for housing choice vouchers (HCV), worked on HCV utilization, and have also implemented a Move-On and Stepping-Up strategy which was created to assist participants in “stepping down” to a less intense program intervention or “stepping up” into a more intense program intervention. The CoC Collaborative Applicant worked with cities and other funders to prioritize permanent housing resources available through the Coordinated Entry System to promote a coordinated approach to exits to permanent housing destinations within the CoC. The CoC leverages State funding to provide flexible funding to homeless service providers that can quickly end someone’s episode of homelessness primarily by exiting to a permanent housing destination or creating new permanent housing opportunities. The CoC leverages mainstream benefits to increase income and connection to benefits. The CoC’s strategy to improve housing retention focusses on strength-based problem solving, robust supportive services, and working with landlords to resolve tenant issues before they escalate. The CoC evaluates projects for exits to permanent housing and/or housing retention on a semi-annual basis and facilitates discussion with providers to share strategies that promote housing stability and increased exits to permanent housing. These efforts are overseen by the Director of Operations, County of Orange’s Office of Care Coordination.

2C-4.	Returns to Homelessness—CoC’s Strategy to Reduce Rate.	
	NOFO Section V.B.5.e.	
	In the field below:	
1.	describe your CoC’s strategy to identify individuals and families who return to homelessness;	
2.	describe your CoC’s strategy to reduce the rate of additional returns to homelessness; and	
3.	provide the name of the organization or position title that is responsible for overseeing your CoC’s strategy to reduce the rate individuals and persons in families return to homelessness.	

(limit 2,500 characters)

The CoC prioritizes housing stabilization services to prevent households from returning to homelessness. The CoC developed a housing stabilization plan that has been implemented by service providers thus creating a consistent approach to promote housing stability. The housing stabilization plan provides structure, processes to provide supportive services, strengths-based problem-solving and employ critical time intervention strategies to increase housing retention. The CoC has also developed a diversion and homelessness prevention strategy that supports the reduction of returns to homelessness. Households experiencing homelessness that are placed in permanent housing are supported by individualized case management services to develop a strong support network that includes but is not limited to, reconnecting with family and friends, education on available services and resources, connection to mainstream benefits, employment search assistance and retention resources, referrals and linkage to Behavioral Health Services, including children and adult mental health, substance use treatment, crisis programs, and prevention services, Family Resource Centers for family support services, and educational services. Households are also encouraged to contact the CoC agency that assisted them in their journey to securing permanent housing when experiencing challenges and/or concerns of housing instability. The CoC utilizes performance metrics to measure returns to homelessness and incentivize practices that ensure long-term housing stability after program exit. The CoC evaluates HMIS data and comparable data for victim service providers on returns to homelessness by project type every six months to identify new households who have returned to homelessness for review, discussion for re-engagement and assistance to the households. The process includes participation from service providers, learn about the approaches to service delivery previously utilized, including what worked well or what did not for that household, offers technical assistance and support in enhancing supportive services and connections to resources in support of housing retention efforts. In instances that a household returns to homelessness, service providers can view past service history in HMIS and learn about previous approaches used to assist the household. The person responsible for overseeing the CoCs strategy is the Director of Operations, County of Orange’s Office of Care Coordination.

2C-5.	Increasing Employment Cash Income–CoC’s Strategy.	
	NOFO Section V.B.5.f.	
	In the field below:	
1.	describe your CoC’s strategy to access employment cash sources;	
2.	describe how your CoC works with mainstream employment organizations to help individuals and families experiencing homelessness increase their employment cash income; and	
3.	provide the organization name or position title that is responsible for overseeing your CoC’s strategy to increase income from employment.	

(limit 2,500 characters)

The CoC implemented a strategy to increase employment income amongst people experiencing homelessness, including those with disabilities and those that recently transitioned into permanent housing, through County, city, and private partnerships with local employers to increase access to and placements in sustainable jobs. The CoC has increased its employment resource programming with the expansion of Chrysalis, increased collaboration and coordination with the Workforce Investment Board (WIB), Tierney Center for Veterans, Working Wardrobes, CalWorks and other local employment service providers. The CoC has regular presentations and trainings on the various mainstream employment organizations that clients can access to increase income and works to provide these at emergency shelter programs to engage persons experiencing homelessness and reduce barriers to accessing the program. Tierney Center for Veterans and Working Wardrobes, both operate specialized programs to assist veterans and their households secure employment and increasing income. Chrysalis provides the needed services to assist individuals experiencing homelessness in applying, securing and sustaining employment. Chrysalis operates a social enterprise model in which they hire people experiencing homeless into temporary jobs eliminating barriers to employment and ensuring clients gain applicable skills, develop the experience needed to find and retain-long term employment. Chrysalis also operates out of two locations within the CoC, improving accessibility and reach in the community. Most recently, the CoC has been working collaboratively with the WIB to implement Assembly Bill 150 Homelessness Hiring Tax Credit to incentive employers to hire people experiencing homelessness and to support CoC agencies in understanding the needed verification documentation for people experiencing homelessness to be determined eligible. The WIB is working on educating local employers on the tax credit and facilitating employment placements. The CoC is committed to increasing employment income and regularly evaluates this performance metric every six months for all the project types in the CoC. This provides an opportunity for service providers to share strategies, progress to date on increasing employment amongst clients, helps CoC evaluate its current strategy and make changes as needed. Person responsible for overseeing CoC’s strategy is the CoC Manager, County of Orange.

2C-5a.	Increasing Non-employment Cash Income–CoC’s Strategy	
	NOFO Section V.B.5.f.	
	In the field below:	
	1. describe your CoC’s strategy to access non-employment cash income; and	
	2. provide the organization name or position title that is responsible for overseeing your CoC’s strategy to increase non-employment cash income.	

(limit 2,500 characters)

The CoC has focused on developing the needed resources and infrastructure programming that assists people in increasing non-employment cash income, including the implementation of SSI/SSDI Outreach, Access and Recovery (SOAR) and State of California funded Housing and Disability Advocacy Program (HDAP) to assist individuals experiencing homelessness who have long-lasting disabilities in applying for disability and mainstream benefits. The CoC received technical assistance from SAMHSA to implement SOAR, which has led to the majority of CoC agencies receiving SOAR training and having a SOAR Case Manager to help complete SSI/SSDI applications. The CoC hosted additional SOAR Course Review Sessions and trainings to ensure improved participant's connection to SSI/SSDI. The CoC Collaborative Applicant contracted with three homeless services providers for HDAP to coordinate a regional approach to assisting individuals and families experiencing homelessness with a disability in applying for disability benefits and connecting them to immediate housing assistance, including emergency shelter and permanent housing options through a Housing First approach. Referrals into HDAP were prioritized for individuals experiencing chronic homelessness and long lengths of unsheltered homelessness as the focused on increasing income would be helpful in addressing barriers to permanent housing. The CoC works closely with the Veteran Service Office to determine what financial benefits veterans experiencing homelessness are eligible for and completing the needed applications and submitting documentation to help veterans maximize their veteran benefits. This often includes reviews for character of discharge and seeking upgrades to these. The CoC Collaborative Applicant has a strong partnership with the Social Services Agency (SSA) who oversees mainstream resources available in the jurisdiction, including application and eligibility processes for Supplemental Nutrition Assistance Program, General Relief, Temporary Assistance for Needy Families, and Cash Assistance Program for Immigrants. SSA provides presentations to the CoC on mainstream resources, including eligibility and application process. SSA reduces barriers to access by collocating their services at regional emergency shelters and homeless service agencies across the CoC to conduct eligibility screenings and applications for homeless people. The person overseeing the CoC's strategy is the CoC Administrator, County of Orange.

3A. Coordination with Housing and Healthcare

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

3A-1.	New PH-PSH/PH-RRH Project–Leveraging Housing Resources.	
	NOFO Section V.B.6.a.	
	You must upload the Housing Leveraging Commitment attachment to the 4B. Attachments Screen.	

	Is your CoC applying for a new PH-PSH or PH-RRH project that uses housing subsidies or subsidized housing units which are not funded through the CoC or ESG Programs to help individuals and families experiencing homelessness?	Yes
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3A-2.	New PH-PSH/PH-RRH Project–Leveraging Healthcare Resources.	
	NOFO Section V.B.6.b.	
	You must upload the Healthcare Formal Agreements attachment to the 4B. Attachments Screen.	

	Is your CoC applying for a new PH-PSH or PH-RRH project that uses healthcare resources to help individuals and families experiencing homelessness?	Yes
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3A-3.	Leveraging Housing/Healthcare Resources–List of Projects.	
	NOFO Sections V.B.6.a. and V.B.6.b.	

If you selected yes to questions 3A-1. or 3A-2., use the list feature icon to enter information about each project application you intend for HUD to evaluate to determine if they meet the criteria.

Project Name	Project Type	Rank Number	Leverage Type
Rapid Rehousing f...	PH-RRH	25	Both
Henderson House P...	PH-PSH	27	Healthcare

3A-3. List of Projects.

1. What is the name of the new project? Rapid Rehousing for Families

2. Enter the Unique Entity Identifier (UEI): HCFSEB6L6YA6

3. Select the new project type: PH-RRH

4. Enter the rank number of the project on your CoC's Priority Listing: 25

5. Select the type of leverage: Both

3A-3. List of Projects.

1. What is the name of the new project? Henderson House Permanent Supportive Housing Expansion

2. Enter the Unique Entity Identifier (UEI): CE4UE7M3SGA5

3. Select the new project type: PH-PSH

4. Enter the rank number of the project on your CoC's Priority Listing: 27

5. Select the type of leverage: Healthcare

3B. New Projects With Rehabilitation/New Construction Costs

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

3B-1.	Rehabilitation/New Construction Costs–New Projects.	
	NOFO Section V.B.1.s.	

Is your CoC requesting funding for any new project application requesting \$200,000 or more in funding for housing rehabilitation or new construction?	No
--	----

3B-2.	Rehabilitation/New Construction Costs–New Projects.	
	NOFO Section V.B.1.s.	

If you answered yes to question 3B-1, describe in the field below actions CoC Program-funded project applicants will take to comply with:

1.	Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); and
2.	HUD’s implementing rules at 24 CFR part 75 to provide employment and training opportunities for low- and very-low-income persons, as well as contracting and other economic opportunities for businesses that provide economic opportunities to low- and very-low-income persons.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) is not requesting funding for any new project's rehabilitation or new construction costs.

3C. Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

3C-1.	Designating SSO/TH/Joint TH and PH-RRH Component Projects to Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes.	
	NOFO Section V.F.	

	Is your CoC requesting to designate one or more of its SSO, TH, or Joint TH and PH-RRH component projects to serve families with children or youth experiencing homelessness as defined by other Federal statutes?	No
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3C-2.	Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes.	
	NOFO Section V.F.	

You must upload the Project List for Other Federal Statutes attachment to the 4B. Attachments Screen.

If you answered yes to question 3C-1, describe in the field below:

1.	how serving this population is of equal or greater priority, which means that it is equally or more cost effective in meeting the overall goals and objectives of the plan submitted under Section 427(b)(1)(B) of the Act, especially with respect to children and unaccompanied youth than serving the homeless as defined in paragraphs (1), (2), and (4) of the definition of homeless in 24 CFR 578.3; and
2.	how your CoC will meet requirements described in Section 427(b)(1)(F) of the Act.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) is not requesting to serve persons experiencing homelessness defined by other Federal Statutes.

4A. DV Bonus Project Applicants for New DV Bonus Funding

HUD publishes resources on the HUD.gov website at CoC Program Competition to assist you in completing the CoC Application. Resources include:

- Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2023 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

4A-1.	New DV Bonus Project Applications.	
	NOFO Section I.B.3.I.	

Did your CoC submit one or more new project applications for DV Bonus Funding?	Yes
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4A-1a.	DV Bonus Project Types.	
	NOFO Section I.B.3.I.	

Select yes or no in the chart below to indicate the type(s) of new DV Bonus project(s) your CoC included in its FY 2023 Priority Listing.

	Project Type	
1.	SSO Coordinated Entry	No
2.	PH-RRH or Joint TH and PH-RRH Component	Yes

You must click "Save" after selecting Yes for element 1 SSO Coordinated Entry to view questions 4A-2, 4A-2a. and 4A-2b.

4A-3.	Assessing Need for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects in Your CoC's Geographic Area.	
	NOFO Section I.B.3.I.(1)(c)	

1.	Enter the number of survivors that need housing or services:	35,996
2.	Enter the number of survivors your CoC is currently serving:	32,248
3.	Unmet Need:	3,748

4A-3a.	How Your CoC Calculated Local Need for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)(c)	

Describe in the field below:	
1.	how your CoC calculated the number of DV survivors needing housing or services in question 4A-3 element 1 and element 2; and
2.	the data source (e.g., comparable databases, other administrative data, external data source, HMIS for non-DV projects); or
3.	if your CoC is unable to meet the needs of all survivors please explain in your response all barriers to meeting those needs.

(limit 2,500 characters)

The Orange County CoC determined the number of domestic violence (DV) survivors that need housing or services in the CoC by calculating the sum of the number of participants served by DV agencies in the CoC; number of survivors that each DV agency reported being unable to serve; and number of survivors that contacted the 211OC Helpline (including those who were reported as unable to serve). The Orange County CoC determined the number of DV survivors currently serving by calculating the sum of the numbers of participants served by DV agencies in the CoC; and numbers of participants with a history of DV who are enrolled in Emergency Shelter, Street Outreach, or Coordinated Entry System projects in the Homeless Management Information System (HMIS). Through this process, the CoC identified 35,996 survivors needing housing or services and 32,248 survivors currently being served.

Data sources include: 1) data provided by DV agencies from their comparable databases; 2) data provided by 211OC Helpline from their database that tracks incoming calls, needs and referrals; and 3) HMIS data for non-DV projects.

Barriers to meeting the housing and services needs of DV survivors and their families are complex and multifaceted. The need for access to safe emergency shelter and/or permanent housing resources remains high while programs experience reduced shelter space and staff capacity, as well as lack of funding for staff positions that would support increased shelter bed capacity. Affordable housing continues to be a challenge, and some households are staying in emergency shelter and transitional housing for longer periods of time due to difficulties in finding affordable permanent housing in the region’s highly competitive housing market. Additionally, cultural and language barriers often limit access to available services for communities of color and immigrant communities. The CoC continues to work with victim services providers to remove identified barriers to address these critical needs.

4A-3b.	Information About Unique Project Applicants and Their Experience in Housing Placement and Housing Retention for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)	

Use the list feature icon to enter information on each unique project applicant applying for New PH-RRH and Joint TH and PH-RRH Component DV Bonus projects—only enter project applicant information once, regardless of how many DV Bonus projects that applicant is applying for.

Applicant Name
Interval House

Project Applicants Applying for New PH-RRH and Joint TH and PH-RRH DV Bonus Projects

4A-3b.	Information About Unique Project Applicants and Their Experience in Housing Placement and Housing Retention for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section II.B.11.e.(1)(d)	

Enter information in the chart below on the project applicant applying for one or more New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects included on your CoC's FY 2023 Priority Listing for New Projects:

1.	Applicant Name	Interval House
2.	Project Name	Domestic Violence Transitional Housing-Rapid Rehousing Program
3.	Project Rank on the Priority Listing	26
4.	Unique Entity Identifier (UEI)	HYGCLPGSCSM8
5.	Amount Requested	\$2,076,061
6.	Rate of Housing Placement of DV Survivors—Percentage	90%
7.	Rate of Housing Retention of DV Survivors—Percentage	90%

4A-3b.1.	Applicant Experience in Housing Placement and Retention for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)(d)	

For the rate of housing placement and rate of housing retention of DV survivors reported in question 4B-3b., describe in the field below:

1.	how the project applicant calculated both rates;
2.	whether the rates accounts for exits to safe housing destinations; and
3.	the data source (e.g., comparable databases, other administrative data, external data source, HMIS for non-DV projects).

(limit 1,500 characters)

The Domestic Violence (DV) Bonus applicant, Interval House, calculates the rate of housing placement by evaluating the number of households experiencing Category 4 of homelessness enrolled in their programs that were placed in safe, permanent housing at program exit. Permanent housing destinations include rental by client and staying or living with family (permanent tenure).

Interval House has a high rate of permanent housing placement with 90% for participants exiting to permanent housing from the transitional housing program and with the average length of time to permanent housing placement being less than 30 days for participants in the rapid rehousing program component.

The rate of housing retention was calculated by evaluating the number of DV households experiencing Category 4 homelessness enrolled in programs and placed into safe, permanent housing and remained housed six months after housing placement and did not seek additional services from Interval House.

Interval House operates a comparable database called EmpowerDB and works with the Orange County CoC Homeless Management Information System (HMIS) Lead in ensuring compliance with the U.S. Department of Housing and Urban Development (HUD) reporting and HMIS Data Standards. This expansion project would increase capacity for the Interval House’s Domestic Violence Transitional Housing-Rapid Rehousing renewal project.

4A-3c.	Applicant Experience in Providing Housing to DV Survivor for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
NOFO Section I.B.3.I.(1)(d)		
Describe in the field below how the project applicant:		
1.	ensured DV survivors experiencing homelessness were quickly moved into safe affordable housing;	
2.	prioritized survivors—you must address the process the project applicant used, e.g., Coordinated Entry, prioritization list, CoC’s emergency transfer plan, etc.;	
3.	determined which supportive services survivors needed;	
4.	connected survivors to supportive services; and	
5.	moved clients from assisted housing to housing they could sustain—address housing stability after the housing subsidy ends.	

(limit 2,500 characters)

Interval House, the DV Bonus applicant, has 44 years of experience in providing shelter and housing to survivors and has been highly effective in helping marginalized and underserved homeless populations. Interval House ensures accessibility to their programs by using multilingual 24-hour hotlines, culturally responsive outreach efforts and referrals from CoC, CES and other local service partners. The transitional housing component will provide temporary shelter and supportive services designed to help survivors strengthen stability for success in permanent housing, while the rapid rehousing component will offer housing stabilization and relocation services and financial assistance.

Interval House will prioritize quick access to safe housing, then coordinate care to address survivor's barriers to stability (medical, legal, employment, life skills, etc.). Upon receiving referrals from the CoC, CES and other local service partners, Interval House staff will conduct a thorough needs assessment at intake, resulting in a participant-driven Individualized Housing and Service Plan (IHSP) that will serve as a working guide for survivors to achieve financial and housing stability.

Interval House will assist each participant with search and identification of appropriate housing units based on participant safety, affordability, and preferred geographic location. Determination for the specific types and levels of financial rental assistance and housing stabilization services for each participant will be determined by gaps analysis screenings of monthly income, expenses, savings, obligations and debts. Interval House will provide short-term (1 to 3months) or medium term (4 to 24 months) of financial assistance for security deposit and rent, based on the household's level of need and eligibility.

Survivors' share of rent cost will be established at time of intake assessment for the smallest amount needed to obtain and maintain housing.

Interval House will conduct monthly assessments of household's needs and re-evaluate the length and level of assistance for successful participant outcomes. The IHSP will include a discharge plan that focuses on resolving any remaining housing barriers, ensuring rent is reasonable and affordable, linking household with resources that support housing stability and coordinating monthly follow-up services to offer continued case management, counseling, and access to Interval House's Community Service Centers, as needed.

4A-3d.	Applicant Experience in Ensuring DV Survivor Safety for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)(d)	

Describe in the field below examples of how the project applicant ensured the safety and confidentiality of DV survivors experiencing homelessness by:

1.	taking steps to ensure privacy/confidentiality during the intake and interview process to minimize potential coercion of survivors;
2.	making determinations and placements into safe housing;
3.	keeping information and locations confidential;
4.	training staff on safety and confidentiality policies and practices; and
5.	taking security measures for units (congregate or scattered site), that support survivors' physical safety and location confidentiality.

(limit 2,500 characters)

Survivor safety is a top priority of the Orange County CoC and Interval House, the Domestic Violence (DV) Bonus project applicant. Interval House is committed to protecting the safety and confidentiality of survivors to ensure equitable access to available housing resources, including but not limited to ensuring confidentiality of shelter and housing locations, records of survivors, discussions concerning the survivors, and the disposition of cases handled by program staff. All Interval House staff and volunteers working directly with survivors are required to complete a 40-hour DV training, which provides in-depth guidance on trauma-informed care and survivor confidentiality laws. To ensure survivor safety and security measures at all service sites, Interval House requires signed commitments by participants, staff, and volunteers to maintain confidentiality of shelter locations and participant information; ensures accessibility of private counseling and meeting rooms at residential and outpatient sites; provides adequate lighting for the exterior of facilities as well as secure entryways and exits, including controlled access; utilizes security systems; and ensures availability of space to store participant belongings during residential stays.

Safety planning is a critical component of Interval House programming as the overarching goal is for survivors to transition from homelessness into permanent housing where they will live independently. Interval House will support survivors in developing a safety plan at intake, locating safe housing in areas away from abuser, and identifying housing with as many safety features as possible, (e.g., including working locks on doors and windows, well-lit, security systems, secured gates, etc.). Consistent with federal regulations, Interval House will utilize a HUD-approved comparable database for data management of survivor participants to protect victim safety and confidentiality. Program staff will continue to monitor survivor safety after move-in through home visits, phone support, crisis intervention and safety counseling, as necessary. Furthermore, Interval House is committed to strengthening the safety net for survivors by reinforcing networks that support households in achieving long-term housing stability and self-sufficiency while preserving survivor confidentiality.

4A-3d.1.	Applicant Experience in Evaluating Their Ability to Ensure DV Survivor Safety for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
NOFO Section I.B.3.I.(1)(d)		

Describe in the field below how the project has evaluated its ability to ensure the safety of DV survivors the project served in the project, including any areas identified for improvement during the course of the proposed project.

(limit 2,500 characters)

Interval House, the Domestic Violence (DV) Bonus applicant, prioritizes ensuring the immediate and long-term safety of survivors and their families and notes this is critical to breaking the cycle of abuse, maintaining housing stability and independence. The project will serve as an expansion to an awarded and operational DV Bonus project and will work with survivors on safety planning and in identifying risk factors. Interval House conducts scheduled internal program oversight and monitoring activities to ensure that: 1) programs operate in accordance with applicable laws, statutes, and regulations; and 2) programs operate in compliance with contractual requirements of funding administrators. Senior-level staff oversees program quality assurance through weekly program evaluations, including review of program charts, financial reports, participant charts, and if applicable, status of incident reports, participant grievances, and dispute resolutions. Consistent with federal regulations, Interval House utilizes a HUD-approved comparable database for data management and reporting of survivors experiencing homelessness to protect survivor safety and confidentiality. If any issues or irregularities are identified during the weekly review, applicable program adjustments (e.g., additional staff training, technical assistance, facility improvements, etc.) will be implemented to ensure Interval House is able to stay on track to achieve program outcomes. Interval House’s rigorous evaluation processes supports the organizational goal of consistent program quality assurance, quality improvement, and safety and success of program participants. Additionally, Interval House regularly collaborates and engages with larger systems of coordinated care to prioritize safety and confidentiality for homeless program participants who are survivors of domestic violence, sexual assault, stalking and abuse. Interval House has led efforts to integrate victim services within the existing Coordinated Entry System (CES) for families and individuals experiencing homelessness as well as recently developing the prioritization tool for victim service providers for HUD’s new Emergency Housing Voucher program. Interval House is committed to strengthening safety nets for survivors by reinforcing networks that support individuals and families in achieving long-term housing stability and self-sufficiency with safe access to supportive services.

4A-3e.	Applicant Experience in Trauma-Informed, Victim-Centered Approaches for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
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NOFO Section I.B.3.I.(1)(d)

Describe in the field below examples of the project applicant’s experience using trauma-informed, victim-centered approaches to meet needs of DV survivors by:

1.	prioritizing placement and stabilization in permanent housing consistent with the program participants’ wishes and stated needs;
2.	establishing and maintaining an environment of agency and mutual respect, e.g., the project does not use punitive interventions, ensures program participant staff interactions are based on equality and minimize power differentials;
3.	providing program participants access to information on trauma, e.g., training staff on providing program participants with information on the effects of trauma;
4.	emphasizing program participants’ strengths, e.g., strength-based coaching, questionnaires and assessment tools include strength-based measures, case plans worked towards survivor-defined goals and aspirations;
5.	centering on cultural responsiveness and inclusivity, e.g., training on equal access, cultural competence, nondiscrimination, language access, improving services to be culturally responsive, accessible, and trauma-informed;
6.	providing a variety of opportunities for connection for program participants, e.g., groups, mentorships, peer-to-peer, spiritual needs; and

7.	offering support for survivor parenting, e.g., trauma-informed parenting classes, childcare, connections to legal services.
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(limit 5,000 characters)

Interval House operates two CoC-funded programs and multiple ESG-funded programs in the Orange County CoC, all of which employ trauma-informed, survivor-centered approaches to meet the needs of survivors and works to identify appropriate housing interventions.

Interval House was an early adopter of Housing First amongst Victim Service Providers in Orange County and has been utilizing the Housing First approach for 20 years, prioritizing housing placement for survivors with no pre-conditions to program entry. Interval House embraces the philosophy that every person is housing ready and "screens in" participants for appropriate housing interventions. Interval House prioritizes the safe placement and stabilization of individuals and families into permanent housing of their choice as quickly as possible without service participation, progress requirements or preconditions such as minimum income, sobriety, no criminal histories, etc. Upon housing placement, Interval House conducts further assessment and provides participant-selected support services. Interval House operates programs through a trauma-informed lens that respects participants' choice, focuses on achieving survivor-centered and participant-driven goals, and empowers survivors in the healing process. Program staff are specially trained to work with survivor populations to avoid rules that can unintentionally recreate the dynamics of a controlling environment and re-victimize survivors. Interval House's culturally diverse multilingual staff, many of whom have lived experience of domestic violence (DV) and homelessness, ensures culturally responsive service provision with respect for survivors' culture, native language, religion, gender identity and sexual orientation. Interval House will not exit participants for engagement in harmful behaviors and if an individual relapses (drug use), support is offered, recognizing that survivors often face multiple complex barriers to recovery. Interval House utilizes a unique survivor-led program model that empowers participants with flexible, voluntary, customized services that emphasize individual strengths and needs rather than a pre-determined set of goals and services. Program staff works with participants at intake to develop an Individualized Service Plan which outlines a survivor's goals related to safety, finances, employment, and self-sufficiency. Instead of penalizing participants for deficits (limited education and/or employment experience, eviction history, poor credit history, substance use, etc.), service plans focus on building pathways towards identified goals based on strengths (employment and/or educational interests, informal skills, volunteer experiences, etc.). Interval House's culturally diverse staff are key to the success of our strength-based approach. Survivors from different cultural backgrounds may have different values or definitions of strength and, understandably, communicate them more effectively to those familiar with their cultures and traditions. Interval House encourages participants to lead the specific path towards their recovery. Case plans and assessments are catered toward achieving those participant-centered goals. Interval House specializes in serving populations experiencing homelessness with the highest barriers, including persons facing the most challenging cultural, personal, and socio-economic obstacles to housing stability. Interval House staff is uniquely positioned to address Orange County's cultural competency needs, as approximately 98% of staff are multilingual, culturally diverse, and have been personally affected by violence and homelessness. Interval House's Language Access Policy ensures timely, free and meaningful access for all non-English speaking and Limited English proficient participants through translation and interpretation services. Interval House maintains longstanding collaborative partnerships with their communities' most trusted institutions that model service provision around respect, sensitivity to language needs, ethnic traditions,

religious beliefs, and other cultural matters. Interval House works with organizations, such as Islamic Society, NAACP, faith institutions and more, to develop and disseminate culturally appropriate educational materials. To provide a variety of opportunities for connection for program participants, Interval House provides structured and interactive DV Education Program and Support Groups designed to help survivors break the cycle of violence through education and peer support. Topics include understanding the effects of trauma, safety planning, boundaries, anger management, parenting, legal rights, working through denial, and maintaining healthy relationships. Program objectives include raising awareness about DV and short and long-term effects; increasing understanding of DV effects on children; and promoting safety and permanency in homes and communities through DV and sexual assault prevention efforts.

4A-3f.	Applicant Experience in Meeting Service Needs of DV Survivors for Applicants Requesting New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
NOFO Section I.B.3.I.(1)(d)		

Describe in the field below examples of supportive services the project provided to domestic violence survivors while quickly moving them into permanent housing and addressing their safety needs.

(limit 5,000 characters)

The Domestic Violence (DV) Bonus applicant, Interval House, provides a variety of supportive services to meet the individual needs of survivors. The project will utilize a survivor-centered approach, which allows the participant to lead the process and prioritize the goals that best fit their individual needs.

Interval House is one of the largest operators of domestic violence services in the region, with a full continuum of emergency shelters, transitional housing, and rapid rehousing programs. For the past 44 years, Interval House program design has been highly effective in helping marginalized and underserved homeless populations with the most severe service needs secure permanent housing and achieve housing stability through a wide range of supportive services. Survivors experiencing homelessness will have access to individualized, trauma-informed housing and supportive services through multilingual 24-hour hotlines (which allows for services in over 70 languages) and culturally responsive outreach efforts as well as through referrals from CoC, CES, and other local service partners. The transitional housing component will provide temporary shelter and supportive services designed to help survivors strengthen stability for success in permanent housing. The rapid rehousing component will offer housing stabilization, relocation services and financial assistance.

Interval House program staff works with participants at intake to develop an Individualized Service Plan that includes a goal tracking sheet, personalized calendar, and savings log, which becomes a working guide for meeting the survivor’s safety, financial, employment, and self-sufficiency goals. Interval House tailors services to meet participants’ specific needs and include support such as case management; housing search and placement; housing stabilization; legal services; credit repair; financial literacy education; employment assistance; securing basic resources and mainstream benefits (e.g., CalWORKS, Medical, WIC, food assistance, financial aid for school, and housing voucher programs); life skills training; transportation (e.g., taxi vouchers, bus tokens, ride share services); financial assistance (e.g., security deposits, rental assistance); and services to special populations (e.g., multilingual/multicultural support services for underserved communities). Case management services prioritize access to permanent housing, followed by coordinated participant-centered care to address survivor’s barriers to stability (e.g., health/wellness, legal, employment, life skills, etc.), as needed on an individual basis.

Interval House operates award-winning Career Development and Financial Empowerment programs that have been highlighted as a model for pioneering success in assisting the most marginalized survivors establish financial independence. Interval House’s Financial Empowerment support includes setting individual financial goals and timelines; developing, implementing, and monitoring a financial plan; increasing financial income; active budgeting and savings; repairing/improving credit; and reducing debt. Further, Interval House’s Career Development includes workshops and one-on-one counseling on career planning and job readiness; resume building; vocational/job training; job search and job placement; and pre-employment support (clothing, transportation, childcare, etc.).

Interval House’s supportive services are available in more than 70 languages (most frequently requested in Spanish, Khmer, Vietnamese, and Farsi), ensuring that cultural and language barriers do not prevent program access for culturally underserved and under-resourced populations. Additional, program facilities are fully compliant with the Americans with Disabilities Act (ADA) and disability status is not a factor in the participant eligibility screening process. Community Service Centers are wheelchair accessible, with ADA access to

entry, restrooms, meeting rooms and all common areas. To assist individuals with disabilities, including Deaf and Hard of Hearing and visually impaired survivors, Interval House utilizes Telecommunication Devices for the Deaf (TDD) services and American Sign Language -trained interpreters. ADA signage is posted, and reasonable accommodations are made to serve and communicate with all participants, staff and volunteers with disabilities. When participants require services that are beyond the project’s scope, case managers work with clients to connect with appropriate service providers through an extensive network of partners. Interval House provides a warm hand-off referral and follow-up process to ensure that every client has access to the care they need to achieve safety, stability, and self-sufficiency. These multi-way collaborations ensure that households in need have access to a wide range of services regardless of which entity they connect with first.

4A-3g.	Plan for Trauma-Informed, Victim-Centered Practices for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section I.B.3.I.(1)(e)	

Describe in the field below examples of how the new project(s) will:	
1.	prioritize placement and stabilization in permanent housing consistent with the program participants’ wishes and stated needs;
2.	establish and maintaining an environment of agency and mutual respect, e.g., the project does not use punitive interventions, ensures program participant staff interactions are based on equality and minimize power differentials;
3.	provide program participants access to information on trauma, e.g., training staff on providing program participants with information on the effects of trauma;
4.	emphasize program participants’ strengths—for example, strength-based coaching, questionnaires and assessment tools include strength-based measures, case plans work towards survivor-defined goals and aspirations;
5.	center on cultural responsiveness and inclusivity, e.g., training on equal access, cultural competence, nondiscrimination, language access, improving services to be culturally responsive, accessible, and trauma-informed;
6.	provide a variety of opportunities for connection for program participants, e.g., groups, mentorships, peer-to-peer, spiritual needs; and
7.	offer support for survivor parenting, e.g., trauma-informed parenting classes, childcare, connections to legal services.

(limit 5,000 characters)

The new Joint TH and PH-RRH project will expand the current capacity of an awarded and operational Domestic Violence (DV) Bonus Project and provide access to transitional housing and rapid rehousing. Interval House, as an early adopter of Housing First amongst Victim Service Providers in Orange County, has been utilizing the Housing First approach for 20 years, prioritizing housing placement for survivors with no pre-conditions to program entry. Interval House embraces the philosophy that every person is housing ready and "screens in" participants for appropriate housing interventions. Interval House prioritizes the safe placement and stabilization of individuals and families into permanent housing of their choice as quickly as possible without service participation, progress requirements or preconditions (e.g., minimum income, sobriety, no criminal histories, etc.). Upon housing placement, Interval House will conduct further assessment and provide participant-selected support services. Interval House operates programs through a trauma-informed lens that respects participants' choice, focuses on achieving victim-centered and participant-driven goals, and empowers survivors in the healing process. Program staff are specially trained to work with survivor populations to avoid rules that can unintentionally recreate the dynamics of a controlling environment and re-victimize survivors. Interval House's culturally diverse multilingual staff, many of whom have themselves lived experience of domestic violence and homelessness, ensures culturally responsive service provision with respect for survivors' culture, native language, religion, gender identity and sexual orientation. Interval House will not screen out participants for engagement in harmful behaviors. If an individual relapses (e.g., drug use), support is offered, recognizing that survivors often face multiple complex barriers to recovery and stability. Interval House utilizes a unique survivor-led program model that empowers participants with flexible, voluntary, customized services that emphasize individual strengths and needs rather than a pre-determined set of goals and services. Program staff will work with participants at intake to develop an Individualized Service Plan and outline a survivor's goals related to safety, finances, employment, and self-sufficiency. Instead of penalizing participants for deficits (e.g., limited education and/or employment experience, eviction history, poor credit history, substance use, etc.), service plans will focus on building pathways towards identified goals based on strengths (e.g., employment and/or educational interests, informal skills, volunteer experiences, etc.). While the overarching goals of this project includes safety and self-sufficiency, Interval House will encourage participants to lead the specific path towards their recovery, with case plans and assessments catered toward achieving participant-centered goals. Interval House's culturally diverse staff are key to the success of their strength-based service approach when serving a diverse target population. Interval House specializes in serving populations experiencing homelessness with the highest barriers, including persons facing the most challenging cultural, personal, and socio-economic obstacles to housing stability. Interval House staff is uniquely positioned to address Orange County's cultural competency needs, as approximately 98 percent of staff are multilingual, culturally diverse, and have been personally affected by violence and homelessness. Further, Interval House's Language Access Policy ensures timely, free and meaningful access for all non-English speaking and Limited English proficient participants through translation and interpretation services. Interval House maintains longstanding collaborative partnerships with their communities' most trusted institutions that model service provision around respect, sensitivity to language needs, ethnic traditions, religious beliefs, and other cultural matters. Interval House works with organizations, such as Islamic Society, NAACP, faith institutions and more, to develop and disseminate

culturally appropriate educational materials. To offer a variety of opportunities for connection for program participants, Interval House will provide a structured and interactive DV Education Program and Support Groups designed to help survivor break the cycle of violence through education and peer support. Topics for the education program and support groups will include understanding the effects of trauma, safety planning, boundaries, anger management, parenting, legal rights, working through denial, and maintaining healthy relationships. Program objectives will include raising awareness about short- and long-term effects of DV, increasing understanding of DV effects on children, and promoting safety and permanency in homes and communities through domestic violence and sexual assault prevention efforts.

4A-3h.	Involving Survivors in Policy and Program Development, Operations, and Evaluation of New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
NOFO Section I.B.3.I.(1)(f)		

Describe in the field below how the new project will involve survivors:

- | | |
|----|---|
| 1. | with a range of lived expertise; and |
| 2. | in policy and program development throughout the project's operation. |

(limit 2,500 characters)

The Domestic Violence (DV) Bonus applicant, Interval House, maximizes efforts to involve survivors who have experienced domestic violence, dating violence, sexual assault, or stalking, with current or past lived experience of homelessness in the development, review, and updating of program policies and procedures. Interval House is a survivor-led program, with more than 98 percent of staff being formerly homeless survivors with valuable lived experiences, serving as a critical safety net and bridge for culturally underserved victim populations. Interval House staff, advocates, and volunteers have the capacity to speak more than 70 languages in-house and have an established history of efficacy in outreaching to and engaging with high-need communities. Interval House has demonstrated experience in designing and implementing culturally responsive client and survivor-driven programming, leading to successful program design and operations. Interval House involves staff and volunteers who have graduated from their program and become empowered leaders who acutely understand the needs of the target population, because of their lived experience. Survivors will have the ability to work with survivors who represent the diverse communities served, enhancing trust and support throughout service delivery. Survivors with lived experience support with providing culturally responsive outreach, emergency shelter, permanent housing, supportive services, advocacy, and community programs at Interval House. Additionally, Interval House elevates an organizational philosophy of empowerment, inclusion, care equity, and "training from within" to promote staff retention and continue ensuring Interval House program design, policies, processes and operations are survivor-driven. Interval House's key executive and administrative staff average 20 years of experience working with the agency and in the fields of domestic violence, housing, and homelessness. The Board of Directors for Interval House includes members who have experienced homelessness, ensuring decisions made at the executive level involve the voices of survivors with lived experience. Further, Interval House facilitates an active Advisory Board comprised of current shelter clients and program graduates from diverse backgrounds with decision-making authority to reflect the voices and input of the project's target service population.

4B. Attachments Screen For All Application Questions

We have provided the following guidance to help you successfully upload attachments and get maximum points:

1. You must include a Document Description for each attachment you upload; if you do not, the Submission Summary screen will display a red X indicating the submission is incomplete.
2. You must upload an attachment for each document listed where 'Required?' is 'Yes'.
3. We prefer that you use PDF files, though other file types are supported—please only use zip files if necessary. Converting electronic files to PDF, rather than printing documents and scanning them, often produces higher quality images. Many systems allow you to create PDF files as a Print option. If you are unfamiliar with this process, you should consult your IT Support or search for information on Google or YouTube.
4. Attachments must match the questions they are associated with.
5. Only upload documents responsive to the questions posed—including other material slows down the review process, which ultimately slows down the funding process.
6. If you cannot read the attachment, it is likely we cannot read it either.
 - . We must be able to read the date and time on attachments requiring system-generated dates and times, (e.g., a screenshot displaying the time and date of the public posting using your desktop calendar; screenshot of a webpage that indicates date and time).
 - . We must be able to read everything you want us to consider in any attachment.
7. After you upload each attachment, use the Download feature to access and check the attachment to ensure it matches the required Document Type and to ensure it contains all pages you intend to include.
8. Only use the "Other" attachment option to meet an attachment requirement that is not otherwise listed in these detailed instructions.

Document Type	Required?	Document Description	Date Attached
1C-7. PHA Homeless Preference	No	PHA Homeless Pref...	09/22/2023
1C-7. PHA Moving On Preference	No	PHA Moving On Pre...	09/22/2023
1D-11a. Letter Signed by Working Group	Yes	Letter Signed by ...	09/25/2023
1D-2a. Housing First Evaluation	Yes	Housing First Eva...	09/22/2023
1E-1. Web Posting of Local Competition Deadline	Yes	Web Posting of Lo...	09/22/2023
1E-2. Local Competition Scoring Tool	Yes	Local Competition...	09/22/2023
1E-2a. Scored Forms for One Project	Yes	Scored Forms for ...	09/22/2023
1E-5. Notification of Projects Rejected-Reduced	Yes	Notification of P...	09/25/2023
1E-5a. Notification of Projects Accepted	Yes	Notification of P...	09/22/2023
1E-5b. Local Competition Selection Results	Yes	Final Project Sco...	09/22/2023
1E-5c. Web Posting—CoC-Approved Consolidated Application	Yes	Web Posting—CoC-A...	09/26/2023

1E-5d. Notification of CoC-Approved Consolidated Application	Yes	Notification of C...	09/26/2023
2A-6. HUD's Homeless Data Exchange (HDX) Competition Report	Yes	HUD's Homeless Da...	09/22/2023
3A-1a. Housing Leveraging Commitments	No	Housing Leveragin...	09/25/2023
3A-2a. Healthcare Formal Agreements	No	Healthcare Formal...	09/22/2023
3C-2. Project List for Other Federal Statutes	No		
Other	No		

Attachment Details

Document Description: PHA Homeless Preference

Attachment Details

Document Description: PHA Moving On Preference

Attachment Details

Document Description: Letter Signed by Working Group

Attachment Details

Document Description: Housing First Evaluation

Attachment Details

Document Description: Web Posting of Local Competition Deadline

Attachment Details

Document Description: Local Competition Scoring Tool

Attachment Details

Document Description: Scored Forms for One Project

Attachment Details

Document Description: Notification of Projects Rejected-Reduced

Attachment Details

Document Description: Notification of Projects Accepted

Attachment Details

Document Description: Final Project Scores for All Projects

Attachment Details

Document Description: Web Posting—CoC-Approved Consolidated Application

Attachment Details

Document Description: Notification of CoC-Approved Consolidated Application

Attachment Details

Document Description: HUD's Homeless Data Exchange (HDX) Competition Report

Attachment Details

Document Description: Housing Leveraging Commitments

Attachment Details

Document Description: Healthcare Formal Agreements

Attachment Details

Document Description:

Attachment Details

Document Description:

Submission Summary

Ensure that the Project Priority List is complete prior to submitting.

Page	Last Updated
1A. CoC Identification	09/27/2023
1B. Inclusive Structure	09/26/2023
1C. Coordination and Engagement	09/26/2023
1D. Coordination and Engagement Cont'd	09/27/2023
1E. Project Review/Ranking	09/27/2023
2A. HMIS Implementation	09/27/2023
2B. Point-in-Time (PIT) Count	09/26/2023
2C. System Performance	09/26/2023
3A. Coordination with Housing and Healthcare	09/26/2023
3B. Rehabilitation/New Construction Costs	09/26/2023
3C. Serving Homeless Under Other Federal Statutes	09/26/2023

4A. DV Bonus Project Applicants	09/26/2023
4B. Attachments Screen	09/26/2023
Submission Summary	No Input Required

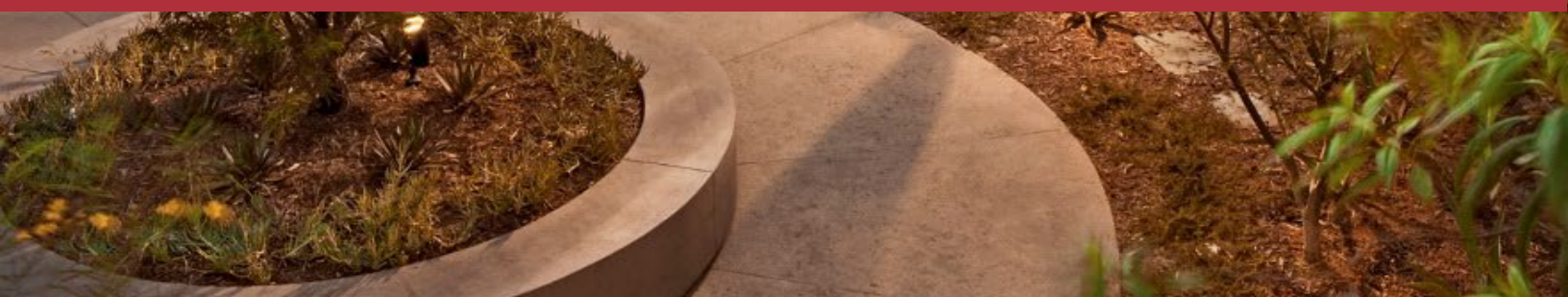
1C-7. PHA Homeless Preferences



ANAHEIM HOUSING AUTHORITY

ADMINISTRATIVE PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

EFFECTIVE JULY 1, 2023



Independent Student

PHA Policy

The PHA will consider a student “independent” from his or her parents and the parents’ income will not be considered when determining the student’s eligibility if the following four criteria are all met:

The individual is of legal contract age under state law.

The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education’s definition of independent student.

To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:

Be at least 24 years old by December 31 of the award year for which aid is sought

Be an orphan, in foster care, or a ward of the court, or have been an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

Be or have been immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence

Be a veteran of the U.S. Armed Forces or currently serving on active duty in the Armed Forces for other than training purposes

Be a graduate or professional student

Be married

Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent)

Have been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:

- A local educational agency homeless liaison
- The director or designee of the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act
- A financial aid administrator

Be a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.

The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

The PHA will verify that a student meets the above criteria in accordance with the policies in Section 7-II.E.

Vulnerable Youth

PHA Policy

The PHA acknowledges that the requirements listed above to be considered an independent student may create barriers for youth, and especially vulnerable youth (i.e., unaccompanied homeless youth, at risk of being homeless youth, and youth who have aged out of foster system), to receive assistance and continue their education, as many of these youth are not connected to their parents or caregivers to obtain the information necessary to show they are "independent" under HUD's current guidance.

Vulnerable youth is defined as an individual who meets the following specific U.S. Department of Education's criteria:

Being an orphan, in foster care, or a ward of the court, or having been an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

Being or having been immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence

Having been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by a local educational agency homeless liaison, the director or designee of the director of a program funded under the McKinney-Vento Act, or a financial aid administrator

If the PHA determines that an individual is meets the definition of a vulnerable youth, such a determination is all that is necessary determine that the person is an independent student for the purposes of using only the student's income for determining eligibility for assistance.

Institution of Higher Education

The PHA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an *institution of higher education* (see Exhibit 3-2).

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. Overview

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families receive assistance from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences that the family qualifies for. The source of HCV funding also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. Selection and HCV Funding Sources

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, the PHA may admit families that are not on the waiting list, or without considering the family's position on the waiting list. The PHA must maintain records showing that such families were admitted with special program funding.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

PHA Policy

The PHA administers the following types of targeted funding:

Mainstream for Persons with a Disability- Mainstream vouchers are awarded to disabled families on the HCV waiting list. AHA applies local preferences in determining the order in which Mainstream vouchers are awarded to eligible families.

Family Unification Program (FUP) – FUP vouchers are awarded to families who are referred to AHA by the Orange County Department of Children Services. AHA applies local preferences in determining the order in which FUP vouchers are awarded to eligible families. As allowed by HUD regulations, when a FUP voucher is vacated, AHA will use the initial FUP voucher to assist families from the regular HCV waiting list.

Non-Elderly Disabled (NEDs) Vouchers –NEDs vouchers are awarded to non-elderly disabled families on the HCV waiting list. AHA applies local preferences in determining the order in which NEDs vouchers are awarded to eligible families.

Emergency Housing Vouchers (EHV) - EHVs are issued to individuals and families who are homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or were recently homeless or have a high risk of housing instability. EHVs are administered in accordance to the policies in Chapter 16 Part X of this Plan.

HUD-Veteran Affairs Supportive Housing (HUD-VASH) - HUD-VASH vouchers are issued to homeless Veterans or a Veteran families and are administered in accordance to the policies in Chapter 16 Part XI of this Plan.

Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

4-III.C. Selection Method

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA may open its waiting list only to certain local preferences [PIH Notice 2012-34]. The following is a list of local preferences offered by the PHA in their order of selection.

1. Special Needs Populations

- a. For up to 172 vouchers, preference will be granted to non-elderly disabled persons that are transitioning out of institutional or other segregated settings or are homeless. These vouchers were granted through 2017 Mainstream Voucher Program NOFA and 2020 CARES Act allocations). Applicants who live or work in the City of Anaheim will be given priority under this preference.
- b. The PHA will commit up to 50% of annual new admission vouchers to assist Anaheim-based families who are either:
 - i. Homeless and referred by an approved local service provider because they are participating in a local transitional housing program or are receiving other supportive and shelter services from that provider. Providers may be required to verify that applicants had ties to

Anaheim prior to entering the shelter and commit to providing appropriate services to the client; or

- ii. Participating in a city-funded homeless or at risk of becoming homeless program and have been referred by the connected service agency.
- c. Families who are being terminated from the Housing Opportunities for Persons with AIDS (HOPWA) program, due to the qualifying member being deceased.

Applicants must meet all eligibility requirements. Admissions will be on a first come, first served basis and is subject to funding availability.

- 2. The PHA may issue vouchers to families who live or work in the City of Anaheim and are referred by Anaheim Police Department. These types of referrals will be limited to victims of a crime, the magnitude or impact of which requires rapid relocation.

Referrals must be made in writing on Anaheim Police Department letterhead, and signed by the Chief or Deputy Chief of Police only. Eligibility, including background checks will be confirmed for all members. All referrals are subject to the approval of the Executive Director or designee.

- 3. Eligible families who are displaced as a result of a project sponsored by the City of Anaheim Community Development Department or other City of Anaheim Department.
- 4. Any family that has been terminated from the City of Anaheim HCV program due to insufficient program funding.
- 5. Families who live, work, or have been hired to work in Anaheim (Residency preference).

State Required Priority: Veterans (including surviving spouses of veterans) and current members of the armed services will have priority within the preference categories listed above. To receive a veteran's preference, the household must include a veteran, a surviving spouse of a veteran or current member of the armed forces. The veteran must be able to document a discharge status other than dishonorable.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during the PHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, a PHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

PHA Policy

The PHA will monitor progress in meeting the ELI requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

The PHA system of preferences may select families either according to the date and time of application, or by a random selection process [24 CFR 982.207(c)]. When selecting families from the waiting list PHAs are required to use targeted funding to assist only those families who meet the specified criteria, and PHAs are not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

PHA Policy

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with the PHA's hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the PHA. Documentation will be maintained by the PHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that the PHA does not have to ask higher placed families each time targeted selections are made.

7-II.G. Citizenship of Eligible Immigration Status [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

PHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. Verification of Preference Status

The PHA must verify any preferences claimed by an applicant that determined their placement on the waiting list.

PHA Policy

Insufficient Funds - The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. The PHA will verify this preference using the PHA's termination records.

Residency Preference - To verify eligibility for a residency preference, the family must provide documentation definitively linking them to a job or place of residency in the City of Anaheim. Applicants living in the unincorporated areas of Anaheim do not qualify for the residency preference. A P.O. Box address cannot be used to establish residency.

Acceptable residency/employment documentation includes but is not limited to: a lease which identifies the applicant(s) as the lease holder, utility bill(s) in the applicant(s) name, an offer of employment on employer's letterhead or other verifiable employer provided documentation. Applicant's work site must be located in the City of Anaheim.

Displaced Preference – The PHA will verify this preference through written verification from the City department responsible or involved in the displacement action.

Veteran's Preference – Applicant must submit a copy of their DD-214 or other official documentation from the armed services or the Veterans Affairs Administration. The applicant must meet the definition of veteran under the California Military and Veterans Code, Section 980. If it is unclear that the applicant meets this definition according to the DD-214, it is the applicant's responsibility to provide verification from the US Department of Veterans Affairs that he or she is considered a veteran.

To verify eligibility under the veteran's preference as a surviving spouse, the surviving spouse must submit the Veteran's DD214 (or other official documentation from the armed services or the Veterans Affairs Administration), a copy of their marriage license, and the Veteran's death certificate.

Disability Preference (Project-Based Program only) – Preference in admission may be assigned to applicants qualifying for the support services available for a specific disabled population at a given project-based location. Verification will be accepted from a local support service provided or other qualified professional.

Homeless Set-Aside - For verification of homelessness, the PHA will accept appropriate documentation listed under 24 CFR 582.301.

Mainstream Preference – For verification of institutionalization or other segregated settings, the PHA will accept a statement from a medical professional who is familiar with the applicant and who can attest that the individual would be able to live on their own if housing assistance was available. For verification of homelessness, the PHA will accept appropriate documentation listed under 24 CFR 582.301. The PHA will not accept self-certifications. All certifications must be provided by a third-party source.

PART III: VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. Earned Income

Tips

PHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

7-III.B. Business and Self Employment Income

PHA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

already under a lease for an under-occupied PBV, RAD PBV, or EV unit. This includes waiver of the statutory provisions concerning single person families, so that the PHA may allow a single person to lease a unit with more than 2 bedrooms under the conditions set forth below.

-The PHA may approve a homeless family on the waiting list (or a homeless family referred as part of the HUD-VASH program, if applicable) to initially lease an under-occupied PBV or RAD PBV unit, provided the PHA has no families on the waiting list, after outreach and marketing, that qualify for the PBV or RAD PBV unit. The family will become subject to § 983.260 no later than the end of the lease term following the expiration of this waiver.

-The PHA may allow a family currently occupying an under-occupied PBV unit (or a RAD PBV unit that the family leased after conversion) to remain in the unit until the end of the lease term following the expiration of this waiver, at which time the family will become subject to § 983.260. This also applies to an eligible family whose current under-occupied unit has been subject to a conversion action and placed under a PBV HAP contract, so that the family may continue to lease the same unit under these conditions.

-The PHA may allow a family that is currently occupying an under-occupied RAD PBV unit or EV unit, and that was occupying the unit at conversion, to remain in the unit until the end of the lease term following the expiration of this waiver, at which time the family will become subject to the relevant requirement (as described in H 2019-09/PIH 2019-23 and PIH 2016-02, as applicable) to move to an appropriately-sized unit in the project when one becomes available.

This waiver does not affect other requirements for family eligibility or the PBV program. This waiver is available through December 31, 2021. Any PBV, RAD PBV, or EV family residing in an under-occupied unit on this date in accordance with this waiver may remain in the unit until the end of the family's lease term following this date, at which time the family will be subject to the relevant requirement for under-occupied units (Notice 2021-14, Waiver: HCV-15, pp. 30-33).

Mainstream Age Eligibility to Enter HAP Contract - HUD regulations require that eligible member of a Mainstream household must be non-elderly, defined as at least 18 years of age and under 62 years of age (not yet reached their 62nd birthday) to be eligible to be placed under HAP contract. A Mainstream-eligible individual issued a voucher at 61 years of age may not be able to lease the voucher before their 62nd birthday. The PHA recognizes that the COVID-19 pandemic has impacted PHA operations, unit searches may not have been possible due to shelter-in-place orders, or the movement of people has been significantly restricted. As an alternative requirement, the PHA may expand the definition of an eligible non-elderly family member to include those who were issued a voucher prior to turning 62 and were not yet 63 on the effective date of the HAP Contract through December 31, 2021 (or subsequent extensions provided by HUD). (Notice 2021-14, Waiver: MS-3, p. 52).

Initial HQS Inspections - The PHA is required to conduct an initial inspection of a unit within certain time frames before the beginning of the initial lease term and before any housing assistance payment (HAP) is made to determine whether the unit meets HQS.

Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA will allow an owner's self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question instead of conducting an initial inspection through December 31, 2021 (or subsequent extensions provided by HUD). At minimum, the PHA will require this owner certification. For any units for which the PHA has accepted a self-certification, the PHA will conduct an initial HQS inspection on the unit as soon as it is reasonably possible and safe to do so but not later than June 30, 2022 (or subsequent extensions provided by HUD). The use of this waiver by the PHA does not relieve owners of their responsibility to maintain the unit in accordance with HQS as required in the HAP contract, nor does it in any way restrict the PHA from taking action to enforce the owner's obligations (Notice 2021-14, Waiver: HQS-1, p. 19).

Current regulations allow the PHA to approve an assisted tenancy and execute a HAP contract if a unit failed to meet HQS only as the result of Non-Life-Threatening (NLT) deficiencies. Owners are required to correct the NLT deficiencies within 30 days, otherwise the PHA must withhold HAP payments. Given the circumstances surrounding the COVID-19 pandemic, the PHA may provide an extension of up to an additional 30 days to make the repairs and continue to make payments to the owner during the period of that maximum 30-day extension. However, if repairs are not made within 60 days, (this includes the additional 30 day extension listed above), the PHA will withhold payments until the repairs are made. The PHA may approve this additional extension through December 31, 2021 (or subsequent extensions provided by HUD). The extension to make the NLT repairs may extend beyond December 31, 2021, depending on the date the PHA approved the extension. For example, if the PHA approved the extension on December 15, 2021, the maximum extension provided to the owner would be January 14, 2022 (Notice 2021-14, Waiver: HQS-3, p. 20).

PBV Pre-HAP Contract Inspections - The PHA is required to inspect each PBV contract unit before execution of the HAP contract and the HAP contract may not be executed until the units fully comply with HQS. For rehabilitated and newly constructed units, the PHA is required to inspect the units to determine if the housing has been completed in accordance with the Agreement to Enter into the HAP Contract (AHAP), including compliance with the HQS and any additional requirement imposed by the PHA under the Agreement. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA will allow an owner's self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question through December 31, 2022 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later. At minimum, the PHA

will require this owner certification. If the PHA has imposed an additional requirement under the AHAP for newly constructed or rehabilitated projects, the PHA will allow the owner to certify that the PHA requirement has been met instead of inspecting the housing to make that determination through December 31, 2022 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later. For any units for which the PHA accepted an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than June 30, 2022 (or subsequent extensions provided by HUD) (Notice 2021-14, Waiver: HQS-2, p. 19-20).

Biennial HQS Inspections - The PHA is required to inspect units not less than biennially during the term of the HAP contract. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA may delay any biennial inspections and instead, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question. At minimum, the PHA will require this owner certification. The PHA must resume biennial inspections by December 31, 2021. The PHA must conduct all delayed biennial inspections from CY 2020 as soon as reasonably possible but no later than June 30, 2022 (or subsequent extensions provided by HUD). The PHA must conduct all delayed biennial inspections from CY 2021 as soon as reasonably possible but no later than December 31, 2022 (or subsequent extensions provided by HUD). The use of this waiver by the PHA does not relieve owners of their responsibility to maintain the unit in accordance with HQS as required in the HAP contract, nor does it in any way restrict the PHA from taking action to enforce the owner's obligations (Notice 2021-14, Waiver: HQS-5 p. 21-22).

HQS Interim Inspections - If the PHA is notified that the assisted unit does not comply with the HQS by a family or government official, the PHA is required to inspect an assisted unit within 24 hours of when the PHA received the notification if the condition is life-threatening, or within 15 days if the reported condition is not life-threatening. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. If the reported deficiency is life-threatening, the PHA will notify the owner of the reported life-threatening deficiency and the owner must either correct the life-threatening deficiency within 24 hours of the PHA notification or provide documentation (e.g., text or email a photo to the PHA) that the reported deficiency does not exist through December 31, 2022 (or subsequent extensions provided by HUD). In the case of a reported non-life-threatening deficiency, the PHA will notify the owner of the reported deficiency within 30 days and the owner must either make the repair or document that the deficiency does not exist within 30 days of the PHA notification or any approved PHA extension through December 31, 2021 (or subsequent extensions provided by HUD). As is the case under the current HCV program requirements, the PHA is not required to conduct an in-person

inspection to verify the repairs have been made but may rely on alternative verification methods (e.g., photos submitted by the owner, tenant certification, etc.). After December 31, 2021 (or subsequent extensions provided by HUD), the PHA must conduct the HQS inspection in accordance with the applicable time periods upon notification by a family or government official that the assisted unit does not comply with the HQS (Notice 2021-14, Waiver: HQS-6 p. 22-23).

PBV Turnover Units - The PHA is required to conduct an inspection before providing assistance to a new family in a PBV contract unit. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA will allow an owner's self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question to allow a new family to occupy the vacated PBV unit until December 31, 2021 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later. At minimum, the PHA will require this owner certification. For any units for which the PHA accepted an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than June 30, 2022 (or subsequent extensions provided by HUD) (Notice 2021-14, Waiver: HQS-7, p. 23).

PBV HAP Contract, HQS Inspections to Add or Substitute Units - The PHA may amend the HAP contract to add additional PBV contract units or to substitute a different unit for a previously covered contract under its own discretion. The PBV requirements include inspecting the proposed substitute or additional unit to determine that the unit meets HQS before it may be added to the HAP contract. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA will allow an owner's self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question instead of conducting an initial inspection until December 31, 2021 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later. At minimum, the PHA will require this owner certification. For any unit added to a PBV HAP contract based upon an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than June 30, 2022. (Notice 2021-14, Waiver: HQS-8, pp. 23-24).

HQS Quality Control Inspections - The PHA is required to conduct supervisory quality control inspections of a sampling of units under contracts. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA may waive this regulatory requirement and not conduct HQS quality control inspections through

December 31, 2021 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later (Notice 2021-14, Waiver: HQS-9 p. 24).

HQS Space Standards and Family Additions - The PHA is required to comply with a minimum space standard for both an HCV and PBV assisted family. The PHA recognizes the health and safety precautions that assisted families may take due to the COVID-19 pandemic. The PHA may add a member or members to the assisted household as a result of the COVID-19 pandemic even if the additional family members would result in the unit not meeting the space and security standards. This provision does not apply to an initial or new lease. A participant must not enter into a new lease for a unit that does not comply with the space and security standards. The PHA will not require the family to move until the end of the current lease term or May 4, 2022 or whichever is later (or subsequent extensions provided by HUD), (Notice 2021-14, Waiver: HQS-10 p. 24).

PART XI: EMERGENCY HOUSING VOUCHERS (EHV)

Emergency Housing Vouchers (EHVs) are tenant-based rental assistance under section 8(o) of the United States Housing Act of 1937 and largely follow the same federal regulations as the HCV program. However, the American Rescue Plan (ARP) provided HUD with the authority to waive any provision of any statute or regulation used to administer the amounts made available under section 3202 (except for requirements related to fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to expedite or facilitate the use of amounts made available for the EHVs.

On May 5, 2021, HUD executed their authority to establish specific requirements for EHVs and published Notice PIH 2021-15 titled “Emergency Housing Vouchers – Operating Requirements.” Notice PIH 2021-15 outlines the specific operating requirements, procedures, that PHA’s are required to follow in order to receive and administer EHVs along with optional regulatory waivers.

Unless expressly waived through Notice 2021-15 (or subsequent HUD guidance), all statutory and regulatory requirements and HUD directives regarding the HCV program are applicable to EHVs, including the use of all HUD-required contracts and other forms. The PHA’s policies also apply to the EHVs vouchers unless such local policy conflicts with the requirements of the ARP, the requirements Notice 2021-15 (or subsequent HUD guidance), or the waivers and alternative requirements outlined in Notice 2021-15 (or subsequent HUD guidance).

EHV Target Populations:

EHVs specifically target families experiencing homelessness (or at risk of homelessness); attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability. The PHA will follow the definitions of the target populations outlined in Notice PIH 2021-15.

EHV Service Fee Uses:

Service fee funding will not be used for the HCV program and can only be used in relation to EHVs. Any service fee assistance that is returned to the PHA after its initial or subsequent use (such as security deposits/utility deposits/other assistance that may be wholly or partly returned to the PHA by the owner/utility supplier/family) may only be applied to the eligible services fee uses defined by Notice PIH 2021-15 (or subsequent notices) or other EHV administrative costs.

The PHA will use the service fee to fund housing navigation services when needed by the voucher holder. Housing search/navigation assistance may include, but is not limited, to helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household’s disability-related needs, providing transportation and directions, assisting with the completion of rental applications and PHA forms, and helping to expedite the EHV leasing process for the family.

At its discretion, the PHA may also allow the service fee to be used for some or all of the following expenses:

- I. Security Deposit/Utility Deposit/Rental Application/Holding Fee Uses.
 - a. Application fees/non-refundable administrative or processing fees/refundable application deposit assistance. The PHA may choose to assist the family with some or all these expenses.
 - b. Holding fees. The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. The PHA and owner must agree how the holding fee applies to the deposit, and under what conditions the fee will be returned.
 - c. Security deposit assistance. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. The PHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the PHA verifies the family paid the security deposit.
 - d. Utility deposit assistance/utility arrears. The PHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The PHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the PHA verifies the family paid the utility deposit.
- II. Owner-related Uses.
 - a. Owner recruitment and outreach. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.
 - b. Owner incentive and/or retention payments. The PHA may design the owner incentive payment to meet the specific needs of the eligible EHV individual or family. The PHA may condition the offer of the owner incentive payment on the owner's agreement to abide by certain terms and conditions.
 - Owner incentive and/or retention payments may not exceed \$500.
 - Owner incentive and/or retention payments are not required to be returned to the PHA.
- III. Other eligible Uses.
 - a. Moving expenses (including move-in fees and deposits). The PHA may not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., the PHA is terminating the HAP contract because the owner did not

fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking, for example.

- b. Tenant-readiness services. The PHA may use the services fee funding to help create customized plans to address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears.
- c. Essential household items. The PHA has defined essential household items to include:
Furniture: bed, dresser, dining table and chairs, sofa
Linens: bedding, towels
Kitchen: tableware, cooking utensils, basic cooking supplies (spices, etc.)
Cleaning: housekeeping supplies, personal care supplies
- d. Renter's insurance if required by the lease. The PHA may assist the family with some or all of the cost of renter's insurance, but only in cases where the purchase of renter's insurance is a condition of the lease.

EHV Waivers:

HUD has provided some of the same menu of HCV-applicable CARES Act waivers for administration of the EHV's. The use of these COVID-19 related EHV waivers is at the discretion of the PHA. The PHA may choose to apply all, some, or none of the waivers to EHV's.

As allowed under Notice PIH Notice 2021-15, the PHA has adopted the following waivers.

These waivers are outlined in Chapter 16, Part X of the Plan:

- PH and HCV-4 Family Income and Composition: Interim Examinations
- PH and HCV-5 Enterprise Income Verification (EIV) Monitoring
- HQS-1 Initial Inspection Requirements
- HQS-3 Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option
- HQS-4 HQS Initial Inspection Requirement: Alternative Inspection Option
- HQS-6 HQS Interim Inspections
- HQS-9 HQS Quality Control Inspections
- HQS-10 Housing Quality Standards: Space and Security
- HCV-1 Administrative Plan
- HCV-2 Information When Family is Selected: PHA Oral Briefing
- HCV-3 Term of Voucher: Extensions of Term
- HCV-4 PHA Approval of Assisted Tenancy: When HAP Contract is Executed
- HCV-5 Absence from Unit
- HCV-6 Automatic Termination of HAP Contract

The period of availability for these EHV COVID-19 waivers/alternative requirements, collectively or individually, may be further extended by HUD.

PART XII: HUD-VETERANS AFFAIRS SUPPORTIVE HOUSING (HUD-VASH) VOUCHERS

[FR Notice 9/27/21]

16-I.A. Overview

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HUD's HCV rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). The VA provides these services for participating Veterans at VA medical centers (VAMCs) including designated service providers (DSP), community-based outreach clinics (CBOCs), through VA contractors, or through other VA designated entities. The PHA is required to maintain records that allow for the easy identification of families receiving HUD-VASH vouchers.

16-I.B. HUD-VASH Special Rules

HUD-VASH vouchers largely follow the same federal regulations as the HCV program. However, a Final Rule published in the Federal Register on 9/27/21 (FR Notice 9/27/21) established special rules and alternative requirements for the administration of tenant-based and project-based (PBV) rental assistance under the HUD-VASH program. The waivers and alternative requirements listed in FR Notice 9/27/21 are exceptions to the normal HCV requirements, which otherwise govern the provision of HUD-VASH assistance. The PHA may request additional statutory or regulatory waivers that it determines are necessary for the effective delivery and administration of the program through the regular waiver process outlined in notice PIH 2018-16, or any successor notices.

Unless expressly stated in FR Notice 9/27/21 (or subsequent HUD guidance), all statutory and regulatory requirements and HUD directives regarding the HCV tenant-based and PBV program are applicable to HUD-VASH vouchers, including the use of all HUD-required contracts and other forms. The PHA's policies also apply to the HUD-VASH vouchers unless such local policy conflicts with FR Notice 9/27/21 (or subsequent HUD guidance).

Family Eligibility

HUD-VASH eligible families consist of homeless veterans and their families. Eligibility determination and veteran selection is done by the VAMC or a DSP. Eligible families are referred to the PHA for voucher issuance. HUD requires that the PHA only use income and lifetime registration under state sex offender registration programs as eligibility criteria for HUD-VASH program. All other screening criteria outlined in Chapter 3 of this Plan is not applicable to any potentially eligible family member(s). However, unless the family member that is subject to lifetime registration under a state sex offender registration program is the homeless veteran (which would result in denial of admission for the family), the remaining family member/s may be served if the family agrees to remove the sex offender from its family composition.

When adding a family member after the HUD-VASH family is admitted to the program, the rules of § 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular screening criteria in doing so.

PHA Policy

When adding a family member to an assisted HUD-VASH household, the PHA will apply its regular screening criteria as outlined in Chapter 3 of this Plan.

The PHA is not authorized to maintain a waiting list or apply local preferences for the HUD-VASH program. If a HUD-VASH-eligible family is referred and there is an available PBV unit that is not exclusively made available to HUD-VASH families, the PHA may also offer to refer the family to the owner for occupancy of that unit if allowable under the selection policy applicable to that project, and the owner and PHA may amend the PBV HAP contract to designate the PBV unit as a HUD-VASH PBV unit.

FR Notice 9/27/21 declared that the VA may approve a PHA with unleased HUD-VASH vouchers as a DSP for the purposes of veteran selection and intake only after further guidance from HUD and the VA is released.

Verification of Legal Identity, Social Security Numbers, and Age

The PHA must accept the Certificate of Release or Discharge from Active Duty (DD-214) or the VA-verified Application for Health Benefits (10-10EZ) as verification of SSN and cannot require the veteran to provide a Social Security Number (SSN) card. These documents must also be accepted for proof of age purposes in lieu of birth certificates or other PHA-required documentation outlined in Chapter 7 of this Plan. The PHA must VA issued photo I.D. cards as an acceptable form of government-issued photo I.D. and verification of SSNs and date of birth.

Income Eligibility

Income targeting requirements do not apply for HUD-VASH families. The PHA may choose to include the admission of extremely low-income HUD-VASH families in its income targeting numbers for the fiscal year in which these families are admitted.

Initial Search Term of the Voucher

HUD-VASH vouchers must have an initial search term of at least 120 days. Any extensions, suspensions, and progress reports will remain under the policies outlined in 5-II.E. of this Plan but will apply after the minimum 120-day initial search term.

Initial Lease Term

Initial leases for HUD-VASH voucher holders may be less than 12 months (this waiver does not apply to PBVs).

Eligible Housing

HUD-VASH families will be permitted to live on the grounds of a VA facility in units developed to house homeless veterans (applicable to both tenant-based assistance and PBV vouchers).

Mobility and Portability of HUD-VASH Vouchers

HUD-VASH families must receive case management services provided by the partnering VAMC or DSP. HUD-VASH participant families may reside only in those jurisdictional areas that are accessible to case management services as determined by the VAMC or DSP.

(1) Portability moves within same catchment area (or area of operation) where case management is provided by the initial PHA's partnering VAMC or DSP

If the family initially leases up, or moves, under portability provisions, but the initial PHA's partnering VAMC or DSP will still be able to provide the necessary case management services due to the family's proximity to the partnering VAMC or DSP, the receiving PHA must process the move in accordance with the portability procedures of 24 CFR 982.355. However, since the initial PHA must maintain records on all HUD-VASH families receiving case management services from its partnering VAMC or DSP, receiving PHAs without a HUD-VASH program must bill the initial PHA. [Waived: 24 CFR 982.355(d)].

(2) Portability moves within same catchment area where both PHAs have received HUD-VASH vouchers

The receiving PHA may bill the initial PHA or absorb the family into its own HUD-VASH program if the VAMC or DSP providing the initial case management agrees to the absorption by the receiving PHA and the transfer of case management. The absorption will also entail the availability of a HUD-VASH voucher and case management provision by the receiving PHA's partnering VAMC or DSP.

(3) Portability moves where receiving PHA is beyond catchment area

If a family wants to move to another jurisdiction where it will not be possible for the initial PHA's partnering VAMC or DSP to provide case management services, the VAMC or DSP must first determine that the HUD-VASH family could be served by another VAMC or DSP that is participating in this program, and the receiving PHA must have a HUD-VASH voucher available for this family. In these cases, the family must be absorbed by the receiving PHA either as a new admission (upon initial participation in the HUD-VASH program) or as a portability move-in (after an initial leasing in the initial PHA's jurisdiction). Upon absorption, the initial PHA's HUD-VASH voucher will be available to lease to a new HUD-VASH eligible family, as determined by the partnering VAMC or DSP, and the absorbed family will count toward the number of HUD-VASH slots awarded to the receiving PHA.

(4) Portability moves where receiving PHA is beyond catchment area for victims of domestic violence, dating violence, sexual assault, and stalking.

Veterans who request to port beyond the catchment area of the VAMC or DSP where they are receiving case management to protect the health or safety of a person who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believes him- or herself to be threatened with imminent harm from further violence by remaining in the dwelling unit (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or request to move), may port prior to receiving approval from the receiving VAMC or DSP. The initial PHA must follow its emergency transfer plan as described in this chapter.

The PHA may require verbal self-certification or a written request from a participant seeking a move beyond the catchment area of the VAMC or DSP. The verbal self-certification or written request must include either, a statement expressing why the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under the PHA; or a statement that the tenant was a sexual assault victim and that sexual assault occurred on the premises during the 90-day period preceding the

participant's request for the move. The veteran escaping violence must be admitted to the VAMC or DSP's caseload. The participant must still port to a PHA that has a HUD-VASH program; if the receiving PHA does not have a HUD-VASH voucher available to lease, they may bill the initial PHA until a HUD-VASH voucher is available, at which point the porting veteran must be absorbed into the receiving PHA's program.

5) Portability moves when case management is no longer required

If the family no longer requires case management, as determined by the VAMC or DSP, there are no portability restrictions. The PHA must follow the regulatory requirements for portability found at 24 CFR 982.355 and Chapter 10 of this Plan.

Case Management Requirements

HUD-VASH eligible veteran must receive the case management services, as needed, directly from or arranged by, the VAMC or DSP. The VAMC or DSP, in consultation with the veteran, is responsible for determining if case management is required and if the case management requirement is satisfied.

Termination of Assistance

There are two alternative requirements for termination of assistance for HUD-VASH participants.

1. HUD-VASH voucher assistance is contingent upon participation in case management, as required by the VAMC or DSP. If the VAMC or DSP has determined that a veteran is not participating in required case management, without good cause, the PHA must terminate the family from the HUD-VASH program. However, a VAMC or DSP determination that the veteran does not require or no longer requires case management is not grounds for termination of voucher or PBV assistance.
2. The PHA may terminate a family evicted from housing assisted under the program for a serious violation of the lease that occur after the family's admission to the voucher program, but is not required to do so.

Family Break-Up in Which the HUD-VASH Veteran is a Perpetrator

Generally, in the case of a family break-up, the HUD-VASH assistance must stay with the HUD-VASH veteran. However, in the case of domestic violence, dating violence, sexual assault, or stalking, in which the HUD-VASH veteran is the perpetrator, the victim must continue to be assisted. Upon termination of the perpetrator's HUD-VASH voucher due to the perpetrator's acts of domestic violence, dating violence, sexual assault, or stalking, the victim must be given a regular HCV if one is available, and the perpetrator's HUD-VASH voucher must be used to serve another eligible veteran family. If a regular HCV is not available for the victim, the perpetrator must be terminated from assistance, and the victim will continue to utilize the HUD-VASH voucher.

Turnover of HUD-VASH Vouchers

Upon turnover, HUD-VASH vouchers must be issued to homeless veteran families as identified by the VAMC or DSP.

Project-Based (PBV) Assistance

All units exclusively made available to HUD-VASH families in a PBV project are exempted from the PBV income-mixing requirements (project cap).

HUD-VASH supportive services only need to be provided to all HUD-VASH families in the project, not all families receiving PBV assistance in the project. If a HUD-VASH family does not require or no longer requires case management, the unit continues to count as an excepted PBV unit for as long as the family resides in that unit.

HUD-VASH units made available under a competitive PIH notice for HUD-VASH PBV units, are exempt from the PBV program limitation. This exception only applies to HUD-VASH PBV vouchers awarded through the HUD-VASH PBV set-aside process. All other HUD-VASH vouchers that the PHA opts to project-base, are still subject to the PBV program limitation.

A HUD-VASH family's PBV assistance must be terminated for failure to participate in case management as required by the VAMC or DSP. Upon notification by the VAMC or DSP of the family's failure to participate, without good cause, in case management, the PHA must provide the family a reasonable time period (as established by the PHA) to vacate the unit. The PHA must terminate assistance to the family at the earlier of (1) the time the family vacates or (2) the expiration of the reasonable time period given to vacate (the lease terminates at the same time as termination of assistance per 24 CFR 983.256(f)(3)(v)). If the family fails to vacate the unit within the established time, the owner may evict the family. If the owner does not evict the family, the PHA must remove the unit from the HAP contract or amend the HAP contract to substitute a different unit in the project if the project is partially assisted. The PHA may add the removed unit to the HAP contract after the ineligible family vacates the property.

If a HUD-VASH family is eligible to move from its PBV unit and there is no HUD-VASH tenant-based voucher available at the time the family requests to move, the PHA may require a family that still requires case management to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days. If a HUD-VASH tenant-based voucher is still not available after that time period, the family must be allowed to move with its HUD-VASH voucher. Alternatively, the PHA may allow the family to move with its HUD-VASH voucher without having to meet this 180-day waiting period. In either case, the PHA may either replace the assistance in the PBV unit with one of its regular vouchers if the unit is eligible for a regular PBV (for instance, so long as the unit is not on the grounds of a medical facility and so long as the unit is eligible under the PHA's program and project caps) or the PHA and owner may agree to temporarily remove the unit from the HAP contract. If a HUD-VASH veteran has been determined to no longer require case management, the PHA must allow the family to move with the first available tenant-based voucher if no HUD-VASH voucher is immediately available and cannot require the family to wait for a HUD-VASH voucher to become available.

The PHA does not need HUD authorization to convert tenant-based HUD-VASH vouchers to project-based HUD-VASH vouchers. However, the PHA must consult with the partnering VAMC or DSP to ensure approval of the project. The PHA may project-base HUD-VASH vouchers in projects alongside other PBV units (the other PBV units must be attached in accordance with PBV requirements) and may execute a single HAP contract covering both types of PBVs. The PHA must refer only HUD-VASH families to PBV units exclusively made available to HUD-VASH families and to PBV units funded through a HUD-VASH PBV set-aside award. The PHA and owner may agree to amend a PBV HAP contract to re-designate a

regular PBV unit as a unit specifically designated for HUD-VASH families, so long as the PHA first consults with the VAMC or DSP. Additionally, the PHA and owner may agree to amend a PBV HAP contract to re-designate a unit specifically designated for HUD-VASH families as a regular PBV unit, so long as the unit is not funded through a HUD-VASH PBV set-aside award and is eligible for a regular PBV (for instance, the unit is not on the grounds of a medical facility and the unit is eligible under the PHA's program and project caps).

PBV project selection for HUD-VASH must follow all regular project selection regulations and PHA policies as outlined in Chapter 17.

Section Eight Management Assessment Program (SEMAP)

HUD-VASH vouchers are excluded from the SEMAP leasing indicator.

HQS Inspections

The PHA may pre-inspect available units that veterans may be interested in leasing to maintain a pool of eligible units. If a HUD-VASH family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD-52517), the unit may be approved as long as it meets all other conditions under 24 CFR 982.305. The PHA is prohibited from directly or indirectly reducing the family's opportunity to select among all available units. All regulatory requirements pertaining to HQS found at 24 CFR 982.401 apply to HUD-VASH.

Exception Payment Standards

The PHA may establish a separate HUD-VASH payment standard up to 120 percent higher than published metropolitan area-wide FMRs without additional HUD approval. If the PHA wants to establish a HUD-VASH exception payment standard over 120 percent, it must request a waiver from HUD through the regular waiver process. Exception payment standards implemented by the PHA under this Section also apply in determining rents for PBV projects with units exclusively made available to HUD-VASH families.

Special Housing Types

The PHA must permit HUD-VASH clients to use the following special housing types for HCV HUD-VASH assistance, regardless of whether these types are permitted for other families in Chapter 15 of this Plan: single room occupancy (SRO); congregate housing; group home; shared housing; cooperative housing, and assisted living facilities.

HUD-VASH PBV can never be applied to shared housing.

PART I: GENERAL REQUIREMENTS

17-I.A. Overview [24 CFR 983.5 and FR Notice 01/18/17]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of units allocated in the voucher program and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6 and FR Notice 01/18/17]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

PHA Policy

The PHA will operate a project-based voucher program using up to 20 percent of units allocated in the voucher program for project-based assistance. The PHA can project-base an additional 10 percent of its units above the 20 percent program limit if they are strictly used for housing homeless families, housing families with veterans, offer supportive services to persons with disabilities or elderly persons, or if units are located in census tract with a poverty rate of 20 percent or less.

The PHA may project-base HUD-VASH and Family Unification Program (FUP) vouchers in accordance with statutory and regulatory requirements of the PBV without additional requirements for approval by HUD. If the PHA decides to project-base HUD-VASH vouchers, it will consult with their partner Veterans Administration Medical Center (VAMC) to ensure that the VAMC will still be able to continue to provide supportive services to individuals receiving HUD-VASH assistance. Furthermore, the PHA that received HUD-VASH PBV set-aside funds must continue to comply with all of the terms and conditions that apply to those vouchers

17-I.B. Tenant-Based vs. Project-Based Voucher Assistance [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.C. Relocation Requirements [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

17-I.D. Equal Opportunity Requirements [24 CFR 983.8]

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

Preferences [24 CFR 983.251(d) and FR Notice 01/18/17]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that the preference is consistent with the PHA plan and nondiscrimination and civil rights statutes and requirements.

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects exceeding the 25 percent or 25 unit project cap because those projects include “excepted units” (as defined in Section 17-II.F.), the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

PHA Policy

The PHA will establish a set of preferences for each PBV waiting list to reflect the target population of each PBV project or group of units.

The PHA will also provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units).

The PHA will commit up to 50% of annual new admission vouchers to assist Anaheim-based homeless families who are either:

- i. Homeless and referred by an approved local service provider because they are participating in a local transitional housing program or are receiving other supportive and shelter services from that provider; or
- ii. Participating in a city-funded homeless or at risk of becoming homeless program and have been referred by the connected service agency.

Applicants are still required to meet all eligibility requirements and qualify for the PBV unit that they applied for.



**GARDEN GROVE
HOUSING AUTHORITY**

ADMINISTRATIVE PLAN



Chapter 6

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the GGHA's objective to ensure that families are placed in the proper order on the Waiting List and selected from the Waiting List for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the preferences that the GGHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences, and explains the GGHA's system of applying them.

By maintaining an accurate Waiting List, the GGHA will be able to perform the activities that ensure an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST

The GGHA uses a single Waiting List for admission to its HCV program.

Except for Special Admissions, applicants will be selected from the GGHA Waiting List in accordance with policies and preferences and income targeting requirements (required by HUD) defined in this Administrative Plan.

The GGHA will maintain information that permits proper selection from the Waiting List.

The Waiting List contains the following information for each applicant listed:

- Applicant Name
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household
- Targeted program qualifications

B. SPECIAL ADMISSIONS

Special Admissions families will be admitted outside of the regular Waiting List process. They do not have to qualify for any preferences, nor are they required to be on the program Waiting List. The GGHA maintains separate records of these admissions.

Provided there is sufficient funding, the GGHA may allow special admissions for families in the following situations:

- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term;
- Mainstream for Persons with Disabilities;
- Displaced by an activity carried out by federal, state or local governmental body;
- Displaced by natural disaster, such as flood or fire and referred by a local, state, or federal agency;
- Displaced by a human-made disaster, such as a terrorist attack and referred by a local, state, or federal agency;
- Living in and referred from a homeless shelter with which the GGHA has an agreement;
- Referred from a local agency with which the City has an agreement.
- Living in a structure that has been deemed unsafe by the City's Building Department and referred by that agency.

C. LOCAL PREFERENCES

The GGHA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the Waiting List.

Order of Selection

The GGHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the Administrative Plan. Local preferences will be used to select families from the Waiting List. Among applicants with equal preference status, the Waiting List will be organized by date and time.

The GGHA uses the following Local Preference priority system:

First Preference - Residency

Residents of the City of Garden Grove will be assisted prior to those families that are not residents. All families living or working in the City of Garden Grove, either at any time of a pre-application or during the time they are on the Waiting List, will be considered as residents. If a family has to move to another city, they will not lose their resident status.

Second Preference – U.S. Veteran Status

All veterans and widows of veterans will be assisted prior to those families that are not veterans. Veteran status as defined by the State of California's requirement of preference for veterans for low-income assisted housing

Third Preference – Domestic Violence

The GGHA will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past year. The GGHA will require evidence that the family has been displaced or about to be displaced as a result of violence in the home. Families are eligible for this preference if there is a proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. The following criteria are used to establish a family's eligibility for this preference:

- Actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family.
- An applicant may qualify for a preference for victims of domestic violence if the applicant vacated a unit because of domestic violence.
- An active restraining order may be considered as proof of domestic violence.
- The applicant must certify that the abuser will not reside with the applicant.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

Special Population

When the Authority receives funding that is designated for special populations, applicant selection from the Waiting List will be based on the specific criteria as defined by the funding regulations. Families and individuals meeting the specific criteria of the funding requirement will be assisted prior to families and individuals who do not qualify as a member of the special population designation. If there are not sufficient applicants from the Waiting List to meet the requirements of the funding, applications will be opened by direct referral from appropriate agencies or to the general public, dependent on the funding regulations.

Income Targeting

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the GGHA will reserve a minimum of 75% of its Section 8 new admissions for families whose income does not exceed 30% of the area median income. HUD refers to these families as "extremely low-income families." The GGHA will admit families who qualify under the extremely low-income limit to meet the income-targeting requirement, regardless of preference. The GGHA's income

targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act. The remaining twenty-five percent (25%) or less of all new participants may have a gross income, not to exceed 80% of the average median income of the county.

The GGHA is also exempted from this requirement where it is providing assistance to low-income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

Date and Time of Pre-application

Once the applicants have been assigned a preference, they will be selected for their Initial Qualifying (IQ) Interview by the date and time of their original pre-application to the GGHA for assistance. The income-targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

D. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION ASSISTANCE

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis:

- An applicant's certification that they qualify for a preference will be accepted without verification at the initial pre-application. When the family is selected from the Waiting List for the completion of the full application and final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the Waiting List without the Local Preference and given an opportunity for an informal review.

E. PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Circumstances

Changes in an applicant's circumstances while on the Waiting List may affect the family's entitlement to a preference. Applicants are required to notify the GGHA in writing when their circumstances change.

When an applicant claims an additional preference, he/she will be placed on the Waiting List in the appropriate order determined by the newly claimed preference.

If the family's verified annual income, at final eligibility determination, does not fall under the extremely low-income limit and the family was selected for income targeting purposes, the family may be returned to the Waiting List.

F. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the Waiting List. At that time, the GGHA will obtain necessary verifications of preference at the interview and by third party verification.

G. PREFERENCE DENIAL

If the GGHA denies a preference, the GGHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review with senior level staff. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the Waiting List without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

H. REMOVAL FROM WAITING LIST AND PURGING

The Waiting List may be purged by a mailing to applicants to ensure that the Waiting List is current and accurate. The mailing will ask for confirmation of continued interest. Any mailings to the applicant that require a response will state that failure to respond may result in the applicant's name being dropped from the Waiting List. If an applicant fails to respond to a mailing from the GGHA or if a letter is returned by the Post Office without a forwarding address, the applicant will be inactivated from the waiting list. If the applicant contacts the GGHA within three years from the date of inactivation from the Waiting List, the applicant may be reinstated on the Waiting List based on their original date and time of pre-application.

If an applicant is removed from the Waiting List for failure to respond, they will not be entitled to reinstatement, unless a Housing Authority Supervisor determines there were circumstances beyond the person's control. If determined to have existed, a disability and/or health emergency would be acceptable to warrant reinstatement.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional. This certification may be renewed yearly.

I. VERIFICATION OF WAITING LIST PREFERENCES

Local Preferences

First Preference – Residency

For families who live or have lived, work, or have been hired to work in the jurisdiction of the GGHA.

- In order to verify that an applicant is a resident, the GGHA will require at least one of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in jurisdiction of the GGHA, a statement from the employer will be required.

Second Preference – U.S. Veteran Status

This preference is available to current member of the U.S. military armed forces, U.S. veterans, or surviving spouses of U.S. veterans.

The GGHA will require U.S. government documents that indicate that the applicant qualifies under the above definition.

Third Preference – Emergency Situations

The GGHA will require written verifications from appropriate agencies that can substantiate the emergency situations. See chapter 6 for a list of applicable emergency situations.

The following verification will be required these emergency situations:

Domestic Violence

1. Written verification from police, social service agency, court, clergy person, physician, and/or public or private facility giving shelter and/or counseling to victims.

2. The abuser will not be allowed to return to the household without a written request from the family and advance approval from the GGHA. The GGHA will require verification of the following:
 - That the family members involved have attended a counseling program (if requested by the GGHA).
 - Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment.
 - Statement from local law enforcement agency that no complaints have been filed since the date of the preference approval.

Displacement by the City of Garden Grove Community Development Department Programs/Projects or displacement by natural disaster

1. Written verification/referral will be required from the appropriate agency.

Homeless Shelter referrals

1. Families/Individuals referred by a homeless shelter provider located in the City of Garden Grove. The agency must have entered into a Memorandum of Understanding (MOU) with the GGHA to continue to provide support services to the family or individual for a year to insure that they are successful in their transition to permanent housing.

Witness Protection Program

1. Written verification/referral will be required from the appropriate agency.

CHAPTER 23

EMERGENCY HOUSING VOUCHER PROGRAM

Emergency Housing Vouchers (EHVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

To ensure that the EHVs assist families who are most in need, the Garden Grove Housing Authority (GGHA) will work with community partners to determine the best use and targeting for the vouchers along with other resources available in the community. The GGHA will partner with the Continuum of Care (CoC) or other homeless or victim services providers to assist qualifying families through a direct referral process.

Individual and Family Eligibility under the Qualifying Categories

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

1. Homeless
2. At risk of homelessness
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the CoC or another partnering agency that makes direct referrals to the GGHA. The CoC or other direct referral partner must provide supporting documentation to the GGHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

In general, EHV families are issued EHVs as the result of either:

1. The direct referral process from the CoC Coordinated Entry (CE) System and/or other partnering organizations, or
2. A situation where the GGHA makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the GGHA's Emergency Transfer Plan.

The GGHA must also take direct referrals from outside the CoC CE system if:

1. The CE system does not have a sufficient number of eligible families to refer to the PHA, or
2. The CE system does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the GGHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC CE system or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the GGHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

Mandatory Prohibitions

1. The GGHA must prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
2. The GGHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to EHV applicants.

Permissible Prohibitions

1. If the GGHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
 - A. Violent criminal activity.
 - B. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
2. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
3. If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

Administrative Fees and Funding for Other Eligible Expenses

The GGHA will maintain separate financial records from its regular HCV funding for all EHV funding, both HAP and administrative fee amounts.

Ongoing administrative fees:

EHV ongoing administrative fees may be used for any eligible administrative expenses related to the EHV. These fees may also be used to pay for any of the eligible activities under the EHV services fee.

Services Fee:

The GGHA will determine eligible uses of services fees to assist families to successfully lease units with the EHV. The GGHA may limit the amount of assistance for any of the eligible uses or place other restrictions on those uses. However, the services fee funding must be initially used for these defined eligible uses and not for other administrative expenses of the EHV. Service fee funding may never be used for the HCV program.

If services fee funding is available, the GGHA may consider these eligible uses:

- A. Security deposit assistance. The GGHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.

The GGHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the GGHA verifies the family paid the security deposit. The GGHA may place conditions on the security deposit assistance, such as requiring the owner or family to return the security deposit assistance to the GGHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease). Security deposit assistance returned to the GGHA must be used for either services fee eligible uses or other EHV administrative costs.

- B. Utility deposit assistance/utility arrears. The GGHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The GGHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the GGHA verifies the family paid the utility deposit. The GGHA may place

conditions on the utility deposit assistance, such as requiring the utility supplier or family to return the utility deposit assistance to the GGHA.

- C. Essential housing items. The GGHA may assist the family with some or all of the costs of acquiring essential household items such as but not limited to: Refrigerator, washer/dryer, tableware, bedding, etc.
- D. Other eligible uses as determined by a Supervisor to best address the leasing challenges faced by EHV eligible families.

Orange County Housing Authority



ADMINISTRATIVE PLAN

HOUSING CHOICE VOUCHER PROGRAM

Approved 04-26-2022

County of Orange
OC Community Resources

2. U.S. Veterans – All
3. Non-Veterans - Elderly, Disabled, or Working Families
4. Non-Working Families

Non-Members

(not living or working in OCHA’s jurisdiction)

5. U.S. Veterans – All
6. Non-Veterans - Elderly, Disabled, or Working Families
7. Non-Working Families

The following is an explanation of OCHA’s preference requirements and the priority order for issuance of Housing Choice Vouchers:

Members:

Applicants who live, work, have been hired to work in, or report to an office located in OCHA’s jurisdiction.

Non-member applicants who move into or begin working in OCHA’s jurisdiction. Applicants in this category will receive member preference status on the date their change report is received in writing.

A member applicant will retain their preference for 60 days from the date they leave OCHA’s jurisdiction.

Members placed or admitted to transitional living facilities outside of OCHA’s jurisdiction for reasons of health or safety and under the administration of governmental case management will retain their member preference.

Homeless Individuals and Families who meet specific eligibility criteria

In addition to targeted programs to assist homeless veteran households through the VASH Program and disabled, homeless households through the Continuum of Care Permanent Supportive Housing Program, OCHA has created a preference to assist homeless persons using regular HCV funding. Under this preference category, OCHA may issue up to 50% of turnover Housing Choice Vouchers annually to households and applicants that qualify under one of the following threecategories:

- ***Families Transitioning (moving-up) From Continuum of Care (CoC) Permanent Supportive Housing (PSH) Program projects:***
 - Up to 50 applicants that are current participants in good standing in OCHA’s Continuum of Care Permanent Supportive Housing Program projects who are no longer in need of the level of supportive services provided and have been identified by OCHA’s supportive services partner agencies as such.
- Up to 100 homeless persons and families and/or other persons with special needs, who require supportive services that will be assisted in units designated for project-based Vouchers. These Vouchers will be dedicated to the property for up to 20 years.
- Up to 60 homeless, or formerly homeless persons and families, transitioning from the

Tenant Based Rental Assistance Program or CoC PSH Program projects, referred via the CoC Coordinated Entry System by partner agencies under contract or Memorandum of Understanding with OCHA, and/or other homeless initiatives. The referring agency must certify the homeless or housing status of those referred. Additionally, families already on the waiting list who declare themselves homeless, but not referred by partner agencies, must provide certification from a government organization or other organization that is qualified to determine homelessness or housing status. The number of families who can qualify for this preference will be limited to a number as annually determined by the Housing Authority.

This action is in conformance with recommendations from HUD and local Continuums of Care. In addition, the percentage of Housing Choice Vouchers committed for the homeless is comparable to other Public Housing Authorities in Southern California.

The aforementioned percentage based upon the annual turnover of vouchers from households that exit the Housing Choice Voucher Program the prior calendar year. Turn over vouchers must be the basis for the methodology since HUD has not issued new Housing Choice Vouchers since the early 2000s.

OCHA reserves the right to readjust the targeted number of Vouchers dedicated to each of the above categories based on turnover, funding, business or community needs, not to exceed 50% of all annual turnover Vouchers.

Veterans:

Applicants who are currently serving, or have served in the U. S. armed forces, veterans who have been discharged under conditions other than dishonorable and are eligible to receive veteran benefits or surviving spouses of veterans who have been discharged under conditions other than dishonorable and were eligible to receive veteran benefits. “Surviving spouse” means not divorced from, or not remarried prior to or after the death of the veteran.

Working:

Applicants with earned income from recent employment who meet the following criteria:

Working preference applies only to the head of household, spouse, or sole member.

Must receive earned income, which is defined as salaries and wages, overtime pay, tips, bonuses, self-employment, and any other form of compensation for work performed that can be verified.

Must work at least 20 hours per week for a minimum of 26 weeks in the 12-month period prior to the date of the initial interview appointment.

Length of employment is calculated separately for each individual and cannot be combined with another family member to qualify.

Disabled:

Applicant households whose head, spouse, or sole member is receiving Social Security disability, Supplement Social Security Income disability benefits, or any other payments based on the individual’s inability to work.

Must have a verifiable disabled status for at least a 12-month period or more from the date of the initial interview appointment to qualify for the disabled preference.

U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. [24 CFR5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

OCHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport, or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless OCHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

OCHA Verification [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, OCHA will verify immigration status with the United States Citizenship and Immigration Services (USCIS).

OCHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

OCHA will verify any preferences claimed by an applicant.

Member Status (Residency)

OCHA will use leases, utility bills, employer records, school records, driver's licenses, voter's registration records, Social Service Administrative records, or credit reports. For homeless applicants, OCHA may also use proof of services, shelter stays, hotel stays, YMCA stays, address used for receipt of benefits, law enforcement documentation, certification from persons verifying temporary living assistance, or from witnesses other than friends or relatives verifying where they spend the night or takes showers.

Veteran Status

OCHA will use Form DD214 - Statement of Service issued by the Veterans Administration.

Elderly Status

OCHA will use a birth certificate or other official record of birth or an original document that provides evidence of the receipt of social security retirement benefits.

Chapter 21

VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

INTRODUCTION

The Veterans Affairs Supportive Housing (VASH) program provides voucher assistance for homeless veterans receiving case management, health and other supportive services through the Veterans Affairs Medical Center (VAMC) located in Long Beach, California. OCHA has partnered with VAMC to administer HUD-VASH voucher assistance for eligible homeless veterans who have been selected by VAMC and referred to OCHA for HCV eligibility processing.

Part I: Administration of VASH

This part details the program's requirements.

PART I: ADMINISTRATION OF VASH

21-I.A. OVERVIEW

This section describes program policy and procedures unique to providing HCV assistance to homeless veterans who are referred to OCHA by the Veterans Affairs Medical Center in Long Beach. Implementation of VASH follows the provisions contained in the Chapters of this Administrative Plan, except for those areas defined as exceptions in the following sections:

21-I.B. ELIGIBILITY

The provisions contained in Chapter 3 of this Administrative Plan apply to VASH, except in the following areas:

Eligible Family Household:

The Veterans Affairs Medical Center (VAMC), located in Long Beach is responsible for determining a veteran's homeless status and referring the homeless veteran to OCHA.

OCHA will only determine income eligibility, verify citizenship and screen for lifetime sex-offender registrants.

Mandatory Denial of Assistance:

OCHA will perform a background check for the head of household and all adult family members and will deny admission only if the head of household or any other adult family member is subject to a lifetime requirement under a state sex offender registration program. Unless the family member that is subject to lifetime registration under a state sex offender law is the homeless veteran, the remaining family member may be served if the family agrees to remove the sex offender from its family composition.

21-I.C. APPLICATIONS, WAITING LIST, AND TENANT SELECTION

Chapter 4 of this Administrative Plan regarding applications, waiting list, and tenant selection do not apply to VASH.

Applicants:

The VAMC is responsible for the selection and referral of eligible homeless veterans and their families to OCHA for eligibility processing to receive HCV assistance. Applicants must be income eligible for the HCV program and meet other specific program requirements as described within this section.

21-I.D. BRIEFING AND VOUCHER ISSUANCE

The policy and procedures contained in Chapter 5 of this Administrative Plan, regarding Briefings, do not apply to VASH.

Briefings:

1. After referred applicants are processed for HCV eligibility the applicant will be scheduled for a briefing which will contain the same information as distributed during a scheduled HCV briefing.
2. VASH participation in OCHA's FSS program will be encouraged.

Extension:

OCHA may approve more than one extension for a VASH voucher recipient depending on the

circumstances recommended by the VAMC. If approved, the length of the extension is at OCHA's discretion, and will not exceed 60 days.

21-I.E. MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

Eligibility to move under the provisions of portability, as contained in Chapter 10 of this Administrative Plan applies to VASH participants under the following condition:

- VASH participants may move outside OCHA jurisdiction under the provisions of portability upon the approval of VAMC, who must determine if they are able to provide case management services in the selected jurisdiction or if services are still needed by that VASH participant, the receiving PHA may administer or absorb the family.

21-I.F. TERMINATION OF ASSISTANCE AND TENANCY

The provision contained in Chapter 12 of this Administrative Plan applies to VASH, except in the following areas:

OCHA will work closely with the VAMC to help VASH clients to determine if there are extenuating circumstances that should be considered to avoid the termination.

21-I.G. PROGRAM ADMINISTRATION

Management Assessment (SEMAP):

Requirements of SEMAP reporting do not apply to HUD-VASH vouchers.

PART I: ADMINISTRATION OF THE MAINSTREAM VOUCHER PROGRAM

22-I.A. OVERVIEW

This section describes program policy and procedures unique to the Mainstream Voucher Program. Implementation of the Mainstream Voucher Program follows the provisions contained in the Chapters of this Administrative Plan, except for those areas defined as exceptions in the following sections:

22-I.B. ELIGIBILITY [Notice PIH 2020-01]

Definition of Family and Household Members:

The definition of family and household members contained in Chapter 3 of this Administrative Plan do not apply to the Mainstream Voucher Program.

Through the MOU, HCA is responsible for selecting and identifying eligible program applicants who are:

- Between the ages of 18 and 61
- Has a disability, as defined in 42 U.S.C. 423;
- Is determined, pursuant to US Department of Housing and Urban Development regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - Has a developmental disability as defined in 42 U.S.C. 6001
- Receives Medi-Cal from the County of Orange
- Is transitioning out of institutional and other segregated settings, such as hospitals

OCHA may target additional populations to address unmet needs in OCHA's jurisdiction if identified in future Notice of Funding Availability applications for the Mainstream Voucher program.

22-I.C. APPLICATIONS, WAITING LIST, AND TENANT SELECTION [Notice PIH 2020-01]

Chapter 4 of this Administrative Plan regarding applications, waiting list, and tenant selection do not apply to the Mainstream Voucher program.

Applications:

HCA is OCHA's primary source of eligible applicant referrals. HCA will identify persons who would meet the requirements for the Mainstream Voucher Program. HCA will complete the Mainstream Voucher Referral letter and submit it to OCHA for a review of eligibility. HCA and OCHA will cooperate with the Orange County Coordinated Entry System (CES) in an effort to connect those experiencing homelessness who qualify for the Mainstream Voucher Program to stable housing.

Waiting List and Tenant Selection:

HUD funding for the Mainstream Voucher program targets a designated population. Eligible applicants must meet specifically defined program requirements and must also be income eligible for the HCV

program. Eligible referred applicants will first be identified and selected from OCHA's wait list, regardless of their current placement. If there are an insufficient number of qualifying applicants on the wait list, OCHA will open the wait list to only those families who are referred by HCA. Eligible applicants will be selected for HCV eligibility processing as funding becomes available.

22-I.D. BRIEFING AND VOUCHER ISSUANCE

The policy and procedures contained in Chapter 5 of this Administrative Plan, regarding Briefings, do not apply to the Mainstream Voucher program.

Briefings:

When referred applicants are processed for HCV eligibility, during the initial eligibility interview, the applicant will receive a one-on-one briefing, which will contain the same information as distributed during a scheduled HCV briefing.

Extension:

OCHA may approve more than one extension for a Mainstream Voucher program recipient depending on the circumstances and/or recommendation by the case manager. If approved, the length of each extension is at OCHA's discretion, and will not exceed 60 days.



ADMINISTRATIVE PLAN

**FOR THE
HOUSING AUTHORITY OF THE
CITY OF SANTA ANA**

Steven A. Mendoza
Executive Director

Judson Brown
Housing Division Manager

Approved by the Housing Authority of the City of Santa Ana: December 1, 2020

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the Waiting List, including the system of admission preferences that SAHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits SAHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with SAHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

SAHA Policy

Local preferences will be numerically ranked, with number 1 being the highest preference, in the following order:

1. **United States Military Veteran Preference:** United States military veterans or surviving spouses and dependent children of a United States military veteran, or active military personnel, their spouse and their dependent children who live or work in the City of Santa Ana at the time of application. The veteran must have been discharged under conditions other than dishonorable and were/is eligible to receive veteran's benefits. Form DD-214 with a discharge status of other than dishonorable, or equivalent verification, must be provided at their eligibility interview appointment. The individual must have served a minimum of 90 days to qualify for the preference. "Surviving spouse" means not divorced from, or not remarried prior to or after the death of the veteran. A marriage and death certificate will be required for a surviving spouse.
2. **Residency Preference:** Residency preference for families who live or work in the City of Santa Ana at the time of application. At least two pieces of evidence must be provided for families who live or work in the City of Santa Ana including but not limited to a lease, utility bills, bank statements, or paycheck stubs.

Additionally, SAHA will offer priority to any family that has been terminated from its HCV program due to insufficient program funding.

Homeless Individuals and Families Set-Aside Preference

In accordance with PIH Notice 2013-15, SAHA will accept direct referrals to the HCV Program for the following target population:

- **Homeless Individuals and Families:** The number of homeless individuals and families who can qualify for this preference and successfully lease a unit with their voucher will be limited to 50% of the total number of vouchers that become available through annual turnover in the previous calendar year. To qualify for this preference, homeless individuals and families must be referred by agencies with a contract or Memorandum of Understanding (MOU) in place with the Housing Authority, or by Community Based Organizations (CBO's) contracted with the Housing Authority. The referring agency must provide a certification of the family's homeless status. Additionally, families already registered on the

Waiting List who declare themselves as homeless, but are not referred by a CBO must provide a certification of their homeless status from an agency that has an MOU in place with the Housing Authority. This set-aside preference has been documented by SAHA using generally accepted data sources.

The term, “residence,” includes homeless shelters and other dwelling places where homeless people may be living, sleeping or receiving services in the City of Santa Ana. Therefore, homeless individuals and families who qualify for this preference will qualify as residents.

All preferences must be applicable and verifiable at the time of selection from the Waiting List.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during SAHA’s fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher. To ensure this requirement is met, a PHA may skip non-ELI families on the Waiting List in order to select an ELI family.

Low-income families admitted to the program that are “continuously assisted” under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

SAHA Policy

SAHA will monitor progress in meeting the income targeting requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

SAHA system of preferences may select families based on local preferences according to the date and time of application or by a random selection process (lottery) [24 CFR 982.207(c)]. If a PHA does not have enough funding to assist the family at the top of the Waiting List, it is not permitted to skip down the Waiting List to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the Waiting List [24 CFR 982.204(d) and (e)].

SAHA Policy

Families will be selected from the Waiting List based on the local preference(s) for which they qualify, and in accordance with SAHA’s hierarchy of preferences. Within each preference category, families will be selected by assigned lottery number (score), if lottery was performed when placed on the Waiting List. Documentation will be maintained by SAHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the Waiting List is not qualified or not interested in targeted funding, there will be a notation maintained so that SAHA does not have to ask higher placed families each time targeted selections are made.

4-III.D. NOTIFICATION OF SELECTION

When a family has been selected from the Waiting List, SAHA must notify the family [24 CFR 982.554(a)].

SAHA Policy

SAHA will notify the family by first class mail when it is selected from the Waiting List. The notice will inform the family of the following:

- Date, time, and location of the scheduled orientation or application interview, including any procedures for rescheduling the interview.
- Who is required to attend the interview.
- Documents that must be provided at the interview, including information about what constitutes acceptable documentation.
- Other documents and information that should be brought to the interview.

If a notification letter is returned to SAHA with or without a forwarding address from the US Postal Service, the family will be removed from the Waiting List.

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that SAHA obtain the information and documentation needed to make an eligibility determination through a face-to-face interview with a PHA representative [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if SAHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the Waiting List for a period of time determined by SAHA [Notice PIH 2012-10].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

SAHA Policy

SAHA may invite applicants to an orientation prior to the family's eligibility appointment. The purpose of the Orientation is to:

- Verify that the family meets the preference qualification. This means that the family is being called from the Waiting List in the proper order. If a family is invited to attend an Orientation based on a preference stated on the Waiting List application and the family no longer meets the preference, the family will be removed from the Waiting List.
- Provide the family with information on documents and forms they will need to bring to the eligibility interview.
- Explain the important features of the Housing Choice Voucher Program.

- (6) Form 1-688B, Employment Authorization Card, which must be annotated “Provision of Law 274a.12(11)” or “Provision of Law 274a.12”

7-II.H. VERIFICATION OF PREFERENCE STATUS

SAHA must verify any preferences claimed by an applicant that determined placement on the Waiting List.

SAHA Policy

1. **United States Military Veteran Preference:** The veteran must have been discharged under conditions other than dishonorable and were/is eligible to receive veteran’s benefits. Form DD-214 with a discharge status of other than dishonorable, or equivalent verification, must be provided at their eligibility interview appointment. The individual must have served a minimum of 90 days to qualify for the preference. “Surviving spouse” means not divorced from, or not remarried prior to or after the death of the veteran. A marriage and death certificate will be required for a surviving spouse.
2. **Residency Preference:** At least two pieces of evidence must be provided for families who live or work in the City of Santa Ana including but not limited to a lease, utility bills, bank statements, or paycheck stubs.

SAHA will offer priority to any family that has been terminated from its HCV program due to insufficient program funding. SAHA will verify this preference using termination records.

Homeless Individuals and Families Set-Aside Preference

In accordance with PIH Notice 2013-15, SAHA will accept direct referrals to the HCV Program for the following target population:

- **Homeless Individuals and Families:** To qualify for this preference, homeless individuals and families must be referred by agencies with a contract or Memorandum of Understanding (MOU) in place with the Housing Authority, or by Community Based Organizations (CBO’s) contracted with the Housing Authority. The referring agency must provide a certification of the family’s homeless status. Additionally, families already registered on the Waiting List who declare themselves as homeless, but are not referred by a CBO must provide a certification of their homeless status from an agency that has an MOU in place with the Housing Authority.

All preferences must be applicable and verifiable at the time of selection from the Waiting List.

Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside the PHA's jurisdiction under portability. HUD regulations and PHA policy determine whether a family qualifies.

Applicant Families

Under HUD regulations, most applicant families qualify to lease a unit outside the PHA's jurisdiction under portability. However, HUD gives SAHA discretion to deny a portability move by an applicant family for the same two reasons that it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance. If SAHA intends to deny a family permission to move under portability due to insufficient funding, SAHA must notify HUD within 10 business days of the determination to deny the move [24 CFR 982.355(e)].

SAHA Policy

In determining whether or not to deny an applicant family permission to move under portability because SAHA lacks sufficient funding or has grounds for denying assistance to the family, SAHA will follow the policies established in section 10-I.B of this chapter.

In addition, SAHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

SAHA Policy

If neither the head of household nor the spouse/co-head of an applicant family had a domicile (legal residence) in SAHA's jurisdiction at the time the family's application for assistance was submitted, the family must live in SAHA's jurisdiction with voucher assistance for at least 12 months before requesting portability.

SAHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or reasons related to domestic violence, dating violence, sexual assault, or stalking. However, any exception to this policy is subject to the approval of the receiving PHA [24 CFR 982.353(c) (3)].

For purposes of homeless individuals and families, the term, "residence," includes homeless shelters and other dwelling places where homeless people may be living, sleeping or receiving services in the City of Santa Ana. Therefore, homeless individuals and families who qualify for this local preference will qualify as residents.

Participant Families

The initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. The Violence against Women Act of 2013 (VAWA) creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.353(b)].

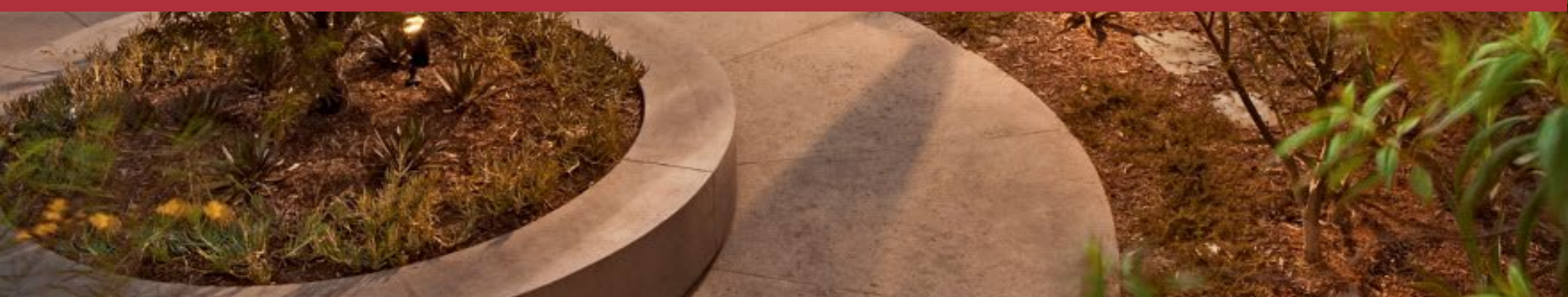
1C-7. PHA Moving On Preferences



ANAHEIM HOUSING AUTHORITY

ADMINISTRATIVE PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

EFFECTIVE JULY 1, 2023



Independent Student

PHA Policy

The PHA will consider a student “independent” from his or her parents and the parents’ income will not be considered when determining the student’s eligibility if the following four criteria are all met:

The individual is of legal contract age under state law.

The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education’s definition of independent student.

To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:

Be at least 24 years old by December 31 of the award year for which aid is sought

Be an orphan, in foster care, or a ward of the court, or have been an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

Be or have been immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence

Be a veteran of the U.S. Armed Forces or currently serving on active duty in the Armed Forces for other than training purposes

Be a graduate or professional student

Be married

Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent)

Have been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:

- A local educational agency homeless liaison
- The director or designee of the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act
- A financial aid administrator

Be a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.

The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

The PHA will verify that a student meets the above criteria in accordance with the policies in Section 7-II.E.

Vulnerable Youth

PHA Policy

The PHA acknowledges that the requirements listed above to be considered an independent student may create barriers for youth, and especially vulnerable youth (i.e., unaccompanied homeless youth, at risk of being homeless youth, and youth who have aged out of foster system), to receive assistance and continue their education, as many of these youth are not connected to their parents or caregivers to obtain the information necessary to show they are "independent" under HUD's current guidance.

Vulnerable youth is defined as an individual who meets the following specific U.S. Department of Education's criteria:

Being an orphan, in foster care, or a ward of the court, or having been an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

Being or having been immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence

Having been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by a local educational agency homeless liaison, the director or designee of the director of a program funded under the McKinney-Vento Act, or a financial aid administrator

If the PHA determines that an individual is meets the definition of a vulnerable youth, such a determination is all that is necessary determine that the person is an independent student for the purposes of using only the student's income for determining eligibility for assistance.

Institution of Higher Education

The PHA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an *institution of higher education* (see Exhibit 3-2).

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. Overview

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families receive assistance from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences that the family qualifies for. The source of HCV funding also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. Selection and HCV Funding Sources

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, the PHA may admit families that are not on the waiting list, or without considering the family's position on the waiting list. The PHA must maintain records showing that such families were admitted with special program funding.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

PHA Policy

The PHA administers the following types of targeted funding:

Mainstream for Persons with a Disability- Mainstream vouchers are awarded to disabled families on the HCV waiting list. AHA applies local preferences in determining the order in which Mainstream vouchers are awarded to eligible families.

Family Unification Program (FUP) – FUP vouchers are awarded to families who are referred to AHA by the Orange County Department of Children Services. AHA applies local preferences in determining the order in which FUP vouchers are awarded to eligible families. As allowed by HUD regulations, when a FUP voucher is vacated, AHA will use the initial FUP voucher to assist families from the regular HCV waiting list.

Non-Elderly Disabled (NEDs) Vouchers –NEDs vouchers are awarded to non-elderly disabled families on the HCV waiting list. AHA applies local preferences in determining the order in which NEDs vouchers are awarded to eligible families.

Emergency Housing Vouchers (EHV) - EHVs are issued to individuals and families who are homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or were recently homeless or have a high risk of housing instability. EHVs are administered in accordance to the policies in Chapter 16 Part X of this Plan.

HUD-Veteran Affairs Supportive Housing (HUD-VASH) - HUD-VASH vouchers are issued to homeless Veterans or a Veteran families and are administered in accordance to the policies in Chapter 16 Part XI of this Plan.

Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

4-III.C. Selection Method

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA may open its waiting list only to certain local preferences [PIH Notice 2012-34]. The following is a list of local preferences offered by the PHA in their order of selection.

1. Special Needs Populations

- a. For up to 172 vouchers, preference will be granted to non-elderly disabled persons that are transitioning out of institutional or other segregated settings or are homeless. These vouchers were granted through 2017 Mainstream Voucher Program NOFA and 2020 CARES Act allocations). Applicants who live or work in the City of Anaheim will be given priority under this preference.
- b. The PHA will commit up to 50% of annual new admission vouchers to assist Anaheim-based families who are either:
 - i. Homeless and referred by an approved local service provider because they are participating in a local transitional housing program or are receiving other supportive and shelter services from that provider. Providers may be required to verify that applicants had ties to

Anaheim prior to entering the shelter and commit to providing appropriate services to the client; or

- ii. Participating in a city-funded homeless or at risk of becoming homeless program and have been referred by the connected service agency.
- c. Families who are being terminated from the Housing Opportunities for Persons with AIDS (HOPWA) program, due to the qualifying member being deceased.

Applicants must meet all eligibility requirements. Admissions will be on a first come, first served basis and is subject to funding availability.

- 2. The PHA may issue vouchers to families who live or work in the City of Anaheim and are referred by Anaheim Police Department. These types of referrals will be limited to victims of a crime, the magnitude or impact of which requires rapid relocation.

Referrals must be made in writing on Anaheim Police Department letterhead, and signed by the Chief or Deputy Chief of Police only. Eligibility, including background checks will be confirmed for all members. All referrals are subject to the approval of the Executive Director or designee.

- 3. Eligible families who are displaced as a result of a project sponsored by the City of Anaheim Community Development Department or other City of Anaheim Department.
- 4. Any family that has been terminated from the City of Anaheim HCV program due to insufficient program funding.
- 5. Families who live, work, or have been hired to work in Anaheim (Residency preference).

State Required Priority: Veterans (including surviving spouses of veterans) and current members of the armed services will have priority within the preference categories listed above. To receive a veteran's preference, the household must include a veteran, a surviving spouse of a veteran or current member of the armed forces. The veteran must be able to document a discharge status other than dishonorable.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during the PHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, a PHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

PHA Policy

The PHA will monitor progress in meeting the ELI requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

The PHA system of preferences may select families either according to the date and time of application, or by a random selection process [24 CFR 982.207(c)]. When selecting families from the waiting list PHAs are required to use targeted funding to assist only those families who meet the specified criteria, and PHAs are not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

PHA Policy

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with the PHA's hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the PHA. Documentation will be maintained by the PHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that the PHA does not have to ask higher placed families each time targeted selections are made.

7-II.G. Citizenship of Eligible Immigration Status [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

PHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. Verification of Preference Status

The PHA must verify any preferences claimed by an applicant that determined their placement on the waiting list.

PHA Policy

Insufficient Funds - The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. The PHA will verify this preference using the PHA's termination records.

Residency Preference - To verify eligibility for a residency preference, the family must provide documentation definitively linking them to a job or place of residency in the City of Anaheim. Applicants living in the unincorporated areas of Anaheim do not qualify for the residency preference. A P.O. Box address cannot be used to establish residency.

Acceptable residency/employment documentation includes but is not limited to: a lease which identifies the applicant(s) as the lease holder, utility bill(s) in the applicant(s) name, an offer of employment on employer's letterhead or other verifiable employer provided documentation. Applicant's work site must be located in the City of Anaheim.

Displaced Preference – The PHA will verify this preference through written verification from the City department responsible or involved in the displacement action.

Veteran's Preference – Applicant must submit a copy of their DD-214 or other official documentation from the armed services or the Veterans Affairs Administration. The applicant must meet the definition of veteran under the California Military and Veterans Code, Section 980. If it is unclear that the applicant meets this definition according to the DD-214, it is the applicant's responsibility to provide verification from the US Department of Veterans Affairs that he or she is considered a veteran.

To verify eligibility under the veteran's preference as a surviving spouse, the surviving spouse must submit the Veteran's DD214 (or other official documentation from the armed services or the Veterans Affairs Administration), a copy of their marriage license, and the Veteran's death certificate.

Disability Preference (Project-Based Program only) – Preference in admission may be assigned to applicants qualifying for the support services available for a specific disabled population at a given project-based location. Verification will be accepted from a local support service provided or other qualified professional.

Homeless Set-Aside - For verification of homelessness, the PHA will accept appropriate documentation listed under 24 CFR 582.301.

Mainstream Preference – For verification of institutionalization or other segregated settings, the PHA will accept a statement from a medical professional who is familiar with the applicant and who can attest that the individual would be able to live on their own if housing assistance was available. For verification of homelessness, the PHA will accept appropriate documentation listed under 24 CFR 582.301. The PHA will not accept self-certifications. All certifications must be provided by a third-party source.

PART III: VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. Earned Income

Tips

PHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

7-III.B. Business and Self Employment Income

PHA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

already under a lease for an under-occupied PBV, RAD PBV, or EV unit. This includes waiver of the statutory provisions concerning single person families, so that the PHA may allow a single person to lease a unit with more than 2 bedrooms under the conditions set forth below.

-The PHA may approve a homeless family on the waiting list (or a homeless family referred as part of the HUD-VASH program, if applicable) to initially lease an under-occupied PBV or RAD PBV unit, provided the PHA has no families on the waiting list, after outreach and marketing, that qualify for the PBV or RAD PBV unit. The family will become subject to § 983.260 no later than the end of the lease term following the expiration of this waiver.

-The PHA may allow a family currently occupying an under-occupied PBV unit (or a RAD PBV unit that the family leased after conversion) to remain in the unit until the end of the lease term following the expiration of this waiver, at which time the family will become subject to § 983.260. This also applies to an eligible family whose current under-occupied unit has been subject to a conversion action and placed under a PBV HAP contract, so that the family may continue to lease the same unit under these conditions.

-The PHA may allow a family that is currently occupying an under-occupied RAD PBV unit or EV unit, and that was occupying the unit at conversion, to remain in the unit until the end of the lease term following the expiration of this waiver, at which time the family will become subject to the relevant requirement (as described in H 2019-09/PIH 2019-23 and PIH 2016-02, as applicable) to move to an appropriately-sized unit in the project when one becomes available.

This waiver does not affect other requirements for family eligibility or the PBV program. This waiver is available through December 31, 2021. Any PBV, RAD PBV, or EV family residing in an under-occupied unit on this date in accordance with this waiver may remain in the unit until the end of the family's lease term following this date, at which time the family will be subject to the relevant requirement for under-occupied units (Notice 2021-14, Waiver: HCV-15, pp. 30-33).

Mainstream Age Eligibility to Enter HAP Contract - HUD regulations require that eligible member of a Mainstream household must be non-elderly, defined as at least 18 years of age and under 62 years of age (not yet reached their 62nd birthday) to be eligible to be placed under HAP contract. A Mainstream-eligible individual issued a voucher at 61 years of age may not be able to lease the voucher before their 62nd birthday. The PHA recognizes that the COVID-19 pandemic has impacted PHA operations, unit searches may not have been possible due to shelter-in-place orders, or the movement of people has been significantly restricted. As an alternative requirement, the PHA may expand the definition of an eligible non-elderly family member to include those who were issued a voucher prior to turning 62 and were not yet 63 on the effective date of the HAP Contract through December 31, 2021 (or subsequent extensions provided by HUD). (Notice 2021-14, Waiver: MS-3, p. 52).

Initial HQS Inspections - The PHA is required to conduct an initial inspection of a unit within certain time frames before the beginning of the initial lease term and before any housing assistance payment (HAP) is made to determine whether the unit meets HQS.

Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA will allow an owner's self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question instead of conducting an initial inspection through December 31, 2021 (or subsequent extensions provided by HUD). At minimum, the PHA will require this owner certification. For any units for which the PHA has accepted a self-certification, the PHA will conduct an initial HQS inspection on the unit as soon as it is reasonably possible and safe to do so but not later than June 30, 2022 (or subsequent extensions provided by HUD). The use of this waiver by the PHA does not relieve owners of their responsibility to maintain the unit in accordance with HQS as required in the HAP contract, nor does it in any way restrict the PHA from taking action to enforce the owner's obligations (Notice 2021-14, Waiver: HQS-1, p. 19).

Current regulations allow the PHA to approve an assisted tenancy and execute a HAP contract if a unit failed to meet HQS only as the result of Non-Life-Threatening (NLT) deficiencies. Owners are required to correct the NLT deficiencies within 30 days, otherwise the PHA must withhold HAP payments. Given the circumstances surrounding the COVID-19 pandemic, the PHA may provide an extension of up to an additional 30 days to make the repairs and continue to make payments to the owner during the period of that maximum 30-day extension. However, if repairs are not made within 60 days, (this includes the additional 30 day extension listed above), the PHA will withhold payments until the repairs are made. The PHA may approve this additional extension through December 31, 2021 (or subsequent extensions provided by HUD). The extension to make the NLT repairs may extend beyond December 31, 2021, depending on the date the PHA approved the extension. For example, if the PHA approved the extension on December 15, 2021, the maximum extension provided to the owner would be January 14, 2022 (Notice 2021-14, Waiver: HQS-3, p. 20).

PBV Pre-HAP Contract Inspections - The PHA is required to inspect each PBV contract unit before execution of the HAP contract and the HAP contract may not be executed until the units fully comply with HQS. For rehabilitated and newly constructed units, the PHA is required to inspect the units to determine if the housing has been completed in accordance with the Agreement to Enter into the HAP Contract (AHAP), including compliance with the HQS and any additional requirement imposed by the PHA under the Agreement. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA will allow an owner's self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question through December 31, 2022 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later. At minimum, the PHA

will require this owner certification. If the PHA has imposed an additional requirement under the AHAP for newly constructed or rehabilitated projects, the PHA will allow the owner to certify that the PHA requirement has been met instead of inspecting the housing to make that determination through December 31, 2022 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later. For any units for which the PHA accepted an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than June 30, 2022 (or subsequent extensions provided by HUD) (Notice 2021-14, Waiver: HQS-2, p. 19-20).

Biennial HQS Inspections - The PHA is required to inspect units not less than biennially during the term of the HAP contract. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA may delay any biennial inspections and instead, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question. At minimum, the PHA will require this owner certification. The PHA must resume biennial inspections by December 31, 2021. The PHA must conduct all delayed biennial inspections from CY 2020 as soon as reasonably possible but no later than June 30, 2022 (or subsequent extensions provided by HUD). The PHA must conduct all delayed biennial inspections from CY 2021 as soon as reasonably possible but no later than December 31, 2022 (or subsequent extensions provided by HUD). The use of this waiver by the PHA does not relieve owners of their responsibility to maintain the unit in accordance with HQS as required in the HAP contract, nor does it in any way restrict the PHA from taking action to enforce the owner's obligations (Notice 2021-14, Waiver: HQS-5 p. 21-22).

HQS Interim Inspections - If the PHA is notified that the assisted unit does not comply with the HQS by a family or government official, the PHA is required to inspect an assisted unit within 24 hours of when the PHA received the notification if the condition is life-threatening, or within 15 days if the reported condition is not life-threatening. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. If the reported deficiency is life-threatening, the PHA will notify the owner of the reported life-threatening deficiency and the owner must either correct the life-threatening deficiency within 24 hours of the PHA notification or provide documentation (e.g., text or email a photo to the PHA) that the reported deficiency does not exist through December 31, 2022 (or subsequent extensions provided by HUD). In the case of a reported non-life-threatening deficiency, the PHA will notify the owner of the reported deficiency within 30 days and the owner must either make the repair or document that the deficiency does not exist within 30 days of the PHA notification or any approved PHA extension through December 31, 2021 (or subsequent extensions provided by HUD). As is the case under the current HCV program requirements, the PHA is not required to conduct an in-person

inspection to verify the repairs have been made but may rely on alternative verification methods (e.g., photos submitted by the owner, tenant certification, etc.). After December 31, 2021 (or subsequent extensions provided by HUD), the PHA must conduct the HQS inspection in accordance with the applicable time periods upon notification by a family or government official that the assisted unit does not comply with the HQS (Notice 2021-14, Waiver: HQS-6 p. 22-23).

PBV Turnover Units - The PHA is required to conduct an inspection before providing assistance to a new family in a PBV contract unit. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA will allow an owner's self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question to allow a new family to occupy the vacated PBV unit until December 31, 2021 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later. At minimum, the PHA will require this owner certification. For any units for which the PHA accepted an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than June 30, 2022 (or subsequent extensions provided by HUD) (Notice 2021-14, Waiver: HQS-7, p. 23).

PBV HAP Contract, HQS Inspections to Add or Substitute Units - The PHA may amend the HAP contract to add additional PBV contract units or to substitute a different unit for a previously covered contract under its own discretion. The PBV requirements include inspecting the proposed substitute or additional unit to determine that the unit meets HQS before it may be added to the HAP contract. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA will allow an owner's self-certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question instead of conducting an initial inspection until December 31, 2021 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later. At minimum, the PHA will require this owner certification. For any unit added to a PBV HAP contract based upon an owner's self-certification, the PHA must conduct an HQS inspection as soon as reasonably possible but no later than June 30, 2022. (Notice 2021-14, Waiver: HQS-8, pp. 23-24).

HQS Quality Control Inspections - The PHA is required to conduct supervisory quality control inspections of a sampling of units under contracts. Conducting physical inspections of units in communities during the COVID-19 poses health risks for families, participating owners, and PHA personnel, and may run counter to public health orders, directives, or recommendations such as shelter-in-place or other social distancing practices designed to contain and reduce exposure to the disease. The PHA may waive this regulatory requirement and not conduct HQS quality control inspections through

December 31, 2021 (or subsequent extensions provided by HUD) or after the state of emergency is lifted, whichever is later (Notice 2021-14, Waiver: HQS-9 p. 24).

HQS Space Standards and Family Additions - The PHA is required to comply with a minimum space standard for both an HCV and PBV assisted family. The PHA recognizes the health and safety precautions that assisted families may take due to the COVID-19 pandemic. The PHA may add a member or members to the assisted household as a result of the COVID-19 pandemic even if the additional family members would result in the unit not meeting the space and security standards. This provision does not apply to an initial or new lease. A participant must not enter into a new lease for a unit that does not comply with the space and security standards. The PHA will not require the family to move until the end of the current lease term or May 4, 2022 or whichever is later (or subsequent extensions provided by HUD), (Notice 2021-14, Waiver: HQS-10 p. 24).

PART XI: EMERGENCY HOUSING VOUCHERS (EHV)

Emergency Housing Vouchers (EHVs) are tenant-based rental assistance under section 8(o) of the United States Housing Act of 1937 and largely follow the same federal regulations as the HCV program. However, the American Rescue Plan (ARP) provided HUD with the authority to waive any provision of any statute or regulation used to administer the amounts made available under section 3202 (except for requirements related to fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to expedite or facilitate the use of amounts made available for the EHVs.

On May 5, 2021, HUD executed their authority to establish specific requirements for EHVs and published Notice PIH 2021-15 titled “Emergency Housing Vouchers – Operating Requirements.” Notice PIH 2021-15 outlines the specific operating requirements, procedures, that PHA’s are required to follow in order to receive and administer EHVs along with optional regulatory waivers.

Unless expressly waived through Notice 2021-15 (or subsequent HUD guidance), all statutory and regulatory requirements and HUD directives regarding the HCV program are applicable to EHVs, including the use of all HUD-required contracts and other forms. The PHA’s policies also apply to the EHVs vouchers unless such local policy conflicts with the requirements of the ARP, the requirements Notice 2021-15 (or subsequent HUD guidance), or the waivers and alternative requirements outlined in Notice 2021-15 (or subsequent HUD guidance).

EHV Target Populations:

EHVs specifically target families experiencing homelessness (or at risk of homelessness); attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability. The PHA will follow the definitions of the target populations outlined in Notice PIH 2021-15.

EHV Service Fee Uses:

Service fee funding will not be used for the HCV program and can only be used in relation to EHVs. Any service fee assistance that is returned to the PHA after its initial or subsequent use (such as security deposits/utility deposits/other assistance that may be wholly or partly returned to the PHA by the owner/utility supplier/family) may only be applied to the eligible services fee uses defined by Notice PIH 2021-15 (or subsequent notices) or other EHV administrative costs.

The PHA will use the service fee to fund housing navigation services when needed by the voucher holder. Housing search/navigation assistance may include, but is not limited, to helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household’s disability-related needs, providing transportation and directions, assisting with the completion of rental applications and PHA forms, and helping to expedite the EHV leasing process for the family.

At its discretion, the PHA may also allow the service fee to be used for some or all of the following expenses:

- I. Security Deposit/Utility Deposit/Rental Application/Holding Fee Uses.
 - a. Application fees/non-refundable administrative or processing fees/refundable application deposit assistance. The PHA may choose to assist the family with some or all these expenses.
 - b. Holding fees. The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. The PHA and owner must agree how the holding fee applies to the deposit, and under what conditions the fee will be returned.
 - c. Security deposit assistance. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. The PHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the PHA verifies the family paid the security deposit.
 - d. Utility deposit assistance/utility arrears. The PHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The PHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the PHA verifies the family paid the utility deposit.
- II. Owner-related Uses.
 - a. Owner recruitment and outreach. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.
 - b. Owner incentive and/or retention payments. The PHA may design the owner incentive payment to meet the specific needs of the eligible EHV individual or family. The PHA may condition the offer of the owner incentive payment on the owner's agreement to abide by certain terms and conditions.
 - Owner incentive and/or retention payments may not exceed \$500.
 - Owner incentive and/or retention payments are not required to be returned to the PHA.
- III. Other eligible Uses.
 - a. Moving expenses (including move-in fees and deposits). The PHA may not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., the PHA is terminating the HAP contract because the owner did not

fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking, for example.

- b. Tenant-readiness services. The PHA may use the services fee funding to help create customized plans to address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears.
- c. Essential household items. The PHA has defined essential household items to include:
Furniture: bed, dresser, dining table and chairs, sofa
Linens: bedding, towels
Kitchen: tableware, cooking utensils, basic cooking supplies (spices, etc.)
Cleaning: housekeeping supplies, personal care supplies
- d. Renter's insurance if required by the lease. The PHA may assist the family with some or all of the cost of renter's insurance, but only in cases where the purchase of renter's insurance is a condition of the lease.

EHV Waivers:

HUD has provided some of the same menu of HCV-applicable CARES Act waivers for administration of the EHV's. The use of these COVID-19 related EHV waivers is at the discretion of the PHA. The PHA may choose to apply all, some, or none of the waivers to EHV's.

As allowed under Notice PIH Notice 2021-15, the PHA has adopted the following waivers.

These waivers are outlined in Chapter 16, Part X of the Plan:

- PH and HCV-4 Family Income and Composition: Interim Examinations
- PH and HCV-5 Enterprise Income Verification (EIV) Monitoring
- HQS-1 Initial Inspection Requirements
- HQS-3 Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option
- HQS-4 HQS Initial Inspection Requirement: Alternative Inspection Option
- HQS-6 HQS Interim Inspections
- HQS-9 HQS Quality Control Inspections
- HQS-10 Housing Quality Standards: Space and Security
- HCV-1 Administrative Plan
- HCV-2 Information When Family is Selected: PHA Oral Briefing
- HCV-3 Term of Voucher: Extensions of Term
- HCV-4 PHA Approval of Assisted Tenancy: When HAP Contract is Executed
- HCV-5 Absence from Unit
- HCV-6 Automatic Termination of HAP Contract

The period of availability for these EHV COVID-19 waivers/alternative requirements, collectively or individually, may be further extended by HUD.

PART XII: HUD-VETERANS AFFAIRS SUPPORTIVE HOUSING (HUD-VASH) VOUCHERS

[FR Notice 9/27/21]

16-I.A. Overview

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HUD's HCV rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). The VA provides these services for participating Veterans at VA medical centers (VAMCs) including designated service providers (DSP), community-based outreach clinics (CBOCs), through VA contractors, or through other VA designated entities. The PHA is required to maintain records that allow for the easy identification of families receiving HUD-VASH vouchers.

16-I.B. HUD-VASH Special Rules

HUD-VASH vouchers largely follow the same federal regulations as the HCV program. However, a Final Rule published in the Federal Register on 9/27/21 (FR Notice 9/27/21) established special rules and alternative requirements for the administration of tenant-based and project-based (PBV) rental assistance under the HUD-VASH program. The waivers and alternative requirements listed in FR Notice 9/27/21 are exceptions to the normal HCV requirements, which otherwise govern the provision of HUD-VASH assistance. The PHA may request additional statutory or regulatory waivers that it determines are necessary for the effective delivery and administration of the program through the regular waiver process outlined in notice PIH 2018-16, or any successor notices.

Unless expressly stated in FR Notice 9/27/21 (or subsequent HUD guidance), all statutory and regulatory requirements and HUD directives regarding the HCV tenant-based and PBV program are applicable to HUD-VASH vouchers, including the use of all HUD-required contracts and other forms. The PHA's policies also apply to the HUD-VASH vouchers unless such local policy conflicts with FR Notice 9/27/21 (or subsequent HUD guidance).

Family Eligibility

HUD-VASH eligible families consist of homeless veterans and their families. Eligibility determination and veteran selection is done by the VAMC or a DSP. Eligible families are referred to the PHA for voucher issuance. HUD requires that the PHA only use income and lifetime registration under state sex offender registration programs as eligibility criteria for HUD-VASH program. All other screening criteria outlined in Chapter 3 of this Plan is not applicable to any potentially eligible family member(s). However, unless the family member that is subject to lifetime registration under a state sex offender registration program is the homeless veteran (which would result in denial of admission for the family), the remaining family member/s may be served if the family agrees to remove the sex offender from its family composition.

When adding a family member after the HUD-VASH family is admitted to the program, the rules of § 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular screening criteria in doing so.

PHA Policy

When adding a family member to an assisted HUD-VASH household, the PHA will apply its regular screening criteria as outlined in Chapter 3 of this Plan.

The PHA is not authorized to maintain a waiting list or apply local preferences for the HUD-VASH program. If a HUD-VASH-eligible family is referred and there is an available PBV unit that is not exclusively made available to HUD-VASH families, the PHA may also offer to refer the family to the owner for occupancy of that unit if allowable under the selection policy applicable to that project, and the owner and PHA may amend the PBV HAP contract to designate the PBV unit as a HUD-VASH PBV unit.

FR Notice 9/27/21 declared that the VA may approve a PHA with unleased HUD-VASH vouchers as a DSP for the purposes of veteran selection and intake only after further guidance from HUD and the VA is released.

Verification of Legal Identity, Social Security Numbers, and Age

The PHA must accept the Certificate of Release or Discharge from Active Duty (DD-214) or the VA-verified Application for Health Benefits (10-10EZ) as verification of SSN and cannot require the veteran to provide a Social Security Number (SSN) card. These documents must also be accepted for proof of age purposes in lieu of birth certificates or other PHA-required documentation outlined in Chapter 7 of this Plan. The PHA must VA issued photo I.D. cards as an acceptable form of government-issued photo I.D. and verification of SSNs and date of birth.

Income Eligibility

Income targeting requirements do not apply for HUD-VASH families. The PHA may choose to include the admission of extremely low-income HUD-VASH families in its income targeting numbers for the fiscal year in which these families are admitted.

Initial Search Term of the Voucher

HUD-VASH vouchers must have an initial search term of at least 120 days. Any extensions, suspensions, and progress reports will remain under the policies outlined in 5-II.E. of this Plan but will apply after the minimum 120-day initial search term.

Initial Lease Term

Initial leases for HUD-VASH voucher holders may be less than 12 months (this waiver does not apply to PBVs).

Eligible Housing

HUD-VASH families will be permitted to live on the grounds of a VA facility in units developed to house homeless veterans (applicable to both tenant-based assistance and PBV vouchers).

Mobility and Portability of HUD-VASH Vouchers

HUD-VASH families must receive case management services provided by the partnering VAMC or DSP. HUD-VASH participant families may reside only in those jurisdictional areas that are accessible to case management services as determined by the VAMC or DSP.

(1) Portability moves within same catchment area (or area of operation) where case management is provided by the initial PHA's partnering VAMC or DSP

If the family initially leases up, or moves, under portability provisions, but the initial PHA's partnering VAMC or DSP will still be able to provide the necessary case management services due to the family's proximity to the partnering VAMC or DSP, the receiving PHA must process the move in accordance with the portability procedures of 24 CFR 982.355. However, since the initial PHA must maintain records on all HUD-VASH families receiving case management services from its partnering VAMC or DSP, receiving PHAs without a HUD-VASH program must bill the initial PHA. [Waived: 24 CFR 982.355(d)].

(2) Portability moves within same catchment area where both PHAs have received HUD-VASH vouchers

The receiving PHA may bill the initial PHA or absorb the family into its own HUD-VASH program if the VAMC or DSP providing the initial case management agrees to the absorption by the receiving PHA and the transfer of case management. The absorption will also entail the availability of a HUD-VASH voucher and case management provision by the receiving PHA's partnering VAMC or DSP.

(3) Portability moves where receiving PHA is beyond catchment area

If a family wants to move to another jurisdiction where it will not be possible for the initial PHA's partnering VAMC or DSP to provide case management services, the VAMC or DSP must first determine that the HUD-VASH family could be served by another VAMC or DSP that is participating in this program, and the receiving PHA must have a HUD-VASH voucher available for this family. In these cases, the family must be absorbed by the receiving PHA either as a new admission (upon initial participation in the HUD-VASH program) or as a portability move-in (after an initial leasing in the initial PHA's jurisdiction). Upon absorption, the initial PHA's HUD-VASH voucher will be available to lease to a new HUD-VASH eligible family, as determined by the partnering VAMC or DSP, and the absorbed family will count toward the number of HUD-VASH slots awarded to the receiving PHA.

(4) Portability moves where receiving PHA is beyond catchment area for victims of domestic violence, dating violence, sexual assault, and stalking.

Veterans who request to port beyond the catchment area of the VAMC or DSP where they are receiving case management to protect the health or safety of a person who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believes him- or herself to be threatened with imminent harm from further violence by remaining in the dwelling unit (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or request to move), may port prior to receiving approval from the receiving VAMC or DSP. The initial PHA must follow its emergency transfer plan as described in this chapter.

The PHA may require verbal self-certification or a written request from a participant seeking a move beyond the catchment area of the VAMC or DSP. The verbal self-certification or written request must include either, a statement expressing why the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under the PHA; or a statement that the tenant was a sexual assault victim and that sexual assault occurred on the premises during the 90-day period preceding the

participant's request for the move. The veteran escaping violence must be admitted to the VAMC or DSP's caseload. The participant must still port to a PHA that has a HUD-VASH program; if the receiving PHA does not have a HUD-VASH voucher available to lease, they may bill the initial PHA until a HUD-VASH voucher is available, at which point the porting veteran must be absorbed into the receiving PHA's program.

5) Portability moves when case management is no longer required

If the family no longer requires case management, as determined by the VAMC or DSP, there are no portability restrictions. The PHA must follow the regulatory requirements for portability found at 24 CFR 982.355 and Chapter 10 of this Plan.

Case Management Requirements

HUD-VASH eligible veteran must receive the case management services, as needed, directly from or arranged by, the VAMC or DSP. The VAMC or DSP, in consultation with the veteran, is responsible for determining if case management is required and if the case management requirement is satisfied.

Termination of Assistance

There are two alternative requirements for termination of assistance for HUD-VASH participants.

1. HUD-VASH voucher assistance is contingent upon participation in case management, as required by the VAMC or DSP. If the VAMC or DSP has determined that a veteran is not participating in required case management, without good cause, the PHA must terminate the family from the HUD-VASH program. However, a VAMC or DSP determination that the veteran does not require or no longer requires case management is not grounds for termination of voucher or PBV assistance.
2. The PHA may terminate a family evicted from housing assisted under the program for a serious violation of the lease that occur after the family's admission to the voucher program, but is not required to do so.

Family Break-Up in Which the HUD-VASH Veteran is a Perpetrator

Generally, in the case of a family break-up, the HUD-VASH assistance must stay with the HUD-VASH veteran. However, in the case of domestic violence, dating violence, sexual assault, or stalking, in which the HUD-VASH veteran is the perpetrator, the victim must continue to be assisted. Upon termination of the perpetrator's HUD-VASH voucher due to the perpetrator's acts of domestic violence, dating violence, sexual assault, or stalking, the victim must be given a regular HCV if one is available, and the perpetrator's HUD-VASH voucher must be used to serve another eligible veteran family. If a regular HCV is not available for the victim, the perpetrator must be terminated from assistance, and the victim will continue to utilize the HUD-VASH voucher.

Turnover of HUD-VASH Vouchers

Upon turnover, HUD-VASH vouchers must be issued to homeless veteran families as identified by the VAMC or DSP.

Project-Based (PBV) Assistance

All units exclusively made available to HUD-VASH families in a PBV project are exempted from the PBV income-mixing requirements (project cap).

HUD-VASH supportive services only need to be provided to all HUD-VASH families in the project, not all families receiving PBV assistance in the project. If a HUD-VASH family does not require or no longer requires case management, the unit continues to count as an excepted PBV unit for as long as the family resides in that unit.

HUD-VASH units made available under a competitive PIH notice for HUD-VASH PBV units, are exempt from the PBV program limitation. This exception only applies to HUD-VASH PBV vouchers awarded through the HUD-VASH PBV set-aside process. All other HUD-VASH vouchers that the PHA opts to project-base, are still subject to the PBV program limitation.

A HUD-VASH family's PBV assistance must be terminated for failure to participate in case management as required by the VAMC or DSP. Upon notification by the VAMC or DSP of the family's failure to participate, without good cause, in case management, the PHA must provide the family a reasonable time period (as established by the PHA) to vacate the unit. The PHA must terminate assistance to the family at the earlier of (1) the time the family vacates or (2) the expiration of the reasonable time period given to vacate (the lease terminates at the same time as termination of assistance per 24 CFR 983.256(f)(3)(v)). If the family fails to vacate the unit within the established time, the owner may evict the family. If the owner does not evict the family, the PHA must remove the unit from the HAP contract or amend the HAP contract to substitute a different unit in the project if the project is partially assisted. The PHA may add the removed unit to the HAP contract after the ineligible family vacates the property.

If a HUD-VASH family is eligible to move from its PBV unit and there is no HUD-VASH tenant-based voucher available at the time the family requests to move, the PHA may require a family that still requires case management to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days. If a HUD-VASH tenant-based voucher is still not available after that time period, the family must be allowed to move with its HUD-VASH voucher. Alternatively, the PHA may allow the family to move with its HUD-VASH voucher without having to meet this 180-day waiting period. In either case, the PHA may either replace the assistance in the PBV unit with one of its regular vouchers if the unit is eligible for a regular PBV (for instance, so long as the unit is not on the grounds of a medical facility and so long as the unit is eligible under the PHA's program and project caps) or the PHA and owner may agree to temporarily remove the unit from the HAP contract. If a HUD-VASH veteran has been determined to no longer require case management, the PHA must allow the family to move with the first available tenant-based voucher if no HUD-VASH voucher is immediately available and cannot require the family to wait for a HUD-VASH voucher to become available.

The PHA does not need HUD authorization to convert tenant-based HUD-VASH vouchers to project-based HUD-VASH vouchers. However, the PHA must consult with the partnering VAMC or DSP to ensure approval of the project. The PHA may project-base HUD-VASH vouchers in projects alongside other PBV units (the other PBV units must be attached in accordance with PBV requirements) and may execute a single HAP contract covering both types of PBVs. The PHA must refer only HUD-VASH families to PBV units exclusively made available to HUD-VASH families and to PBV units funded through a HUD-VASH PBV set-aside award. The PHA and owner may agree to amend a PBV HAP contract to re-designate a

regular PBV unit as a unit specifically designated for HUD-VASH families, so long as the PHA first consults with the VAMC or DSP. Additionally, the PHA and owner may agree to amend a PBV HAP contract to re-designate a unit specifically designated for HUD-VASH families as a regular PBV unit, so long as the unit is not funded through a HUD-VASH PBV set-aside award and is eligible for a regular PBV (for instance, the unit is not on the grounds of a medical facility and the unit is eligible under the PHA's program and project caps).

PBV project selection for HUD-VASH must follow all regular project selection regulations and PHA policies as outlined in Chapter 17.

Section Eight Management Assessment Program (SEMAP)

HUD-VASH vouchers are excluded from the SEMAP leasing indicator.

HQS Inspections

The PHA may pre-inspect available units that veterans may be interested in leasing to maintain a pool of eligible units. If a HUD-VASH family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD-52517), the unit may be approved as long as it meets all other conditions under 24 CFR 982.305. The PHA is prohibited from directly or indirectly reducing the family's opportunity to select among all available units. All regulatory requirements pertaining to HQS found at 24 CFR 982.401 apply to HUD-VASH.

Exception Payment Standards

The PHA may establish a separate HUD-VASH payment standard up to 120 percent higher than published metropolitan area-wide FMRs without additional HUD approval. If the PHA wants to establish a HUD-VASH exception payment standard over 120 percent, it must request a waiver from HUD through the regular waiver process. Exception payment standards implemented by the PHA under this Section also apply in determining rents for PBV projects with units exclusively made available to HUD-VASH families.

Special Housing Types

The PHA must permit HUD-VASH clients to use the following special housing types for HCV HUD-VASH assistance, regardless of whether these types are permitted for other families in Chapter 15 of this Plan: single room occupancy (SRO); congregate housing; group home; shared housing; cooperative housing, and assisted living facilities.

HUD-VASH PBV can never be applied to shared housing.

PART I: GENERAL REQUIREMENTS

17-I.A. Overview [24 CFR 983.5 and FR Notice 01/18/17]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of units allocated in the voucher program and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6 and FR Notice 01/18/17]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

PHA Policy

The PHA will operate a project-based voucher program using up to 20 percent of units allocated in the voucher program for project-based assistance. The PHA can project-base an additional 10 percent of its units above the 20 percent program limit if they are strictly used for housing homeless families, housing families with veterans, offer supportive services to persons with disabilities or elderly persons, or if units are located in census tract with a poverty rate of 20 percent or less.

The PHA may project-base HUD-VASH and Family Unification Program (FUP) vouchers in accordance with statutory and regulatory requirements of the PBV without additional requirements for approval by HUD. If the PHA decides to project-base HUD-VASH vouchers, it will consult with their partner Veterans Administration Medical Center (VAMC) to ensure that the VAMC will still be able to continue to provide supportive services to individuals receiving HUD-VASH assistance. Furthermore, the PHA that received HUD-VASH PBV set-aside funds must continue to comply with all of the terms and conditions that apply to those vouchers

17-I.B. Tenant-Based vs. Project-Based Voucher Assistance [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.C. Relocation Requirements [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

17-I.D. Equal Opportunity Requirements [24 CFR 983.8]

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

Preferences [24 CFR 983.251(d) and FR Notice 01/18/17]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that the preference is consistent with the PHA plan and nondiscrimination and civil rights statutes and requirements.

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects exceeding the 25 percent or 25 unit project cap because those projects include “excepted units” (as defined in Section 17-II.F.), the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

PHA Policy

The PHA will establish a set of preferences for each PBV waiting list to reflect the target population of each PBV project or group of units.

The PHA will also provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units).

The PHA will commit up to 50% of annual new admission vouchers to assist Anaheim-based homeless families who are either:

- i. Homeless and referred by an approved local service provider because they are participating in a local transitional housing program or are receiving other supportive and shelter services from that provider; or
- ii. Participating in a city-funded homeless or at risk of becoming homeless program and have been referred by the connected service agency.

Applicants are still required to meet all eligibility requirements and qualify for the PBV unit that they applied for.



**GARDEN GROVE
HOUSING AUTHORITY**

ADMINISTRATIVE PLAN



Chapter 6

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the GGHA's objective to ensure that families are placed in the proper order on the Waiting List and selected from the Waiting List for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the preferences that the GGHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences, and explains the GGHA's system of applying them.

By maintaining an accurate Waiting List, the GGHA will be able to perform the activities that ensure an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST

The GGHA uses a single Waiting List for admission to its HCV program.

Except for Special Admissions, applicants will be selected from the GGHA Waiting List in accordance with policies and preferences and income targeting requirements (required by HUD) defined in this Administrative Plan.

The GGHA will maintain information that permits proper selection from the Waiting List.

The Waiting List contains the following information for each applicant listed:

- Applicant Name
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household
- Targeted program qualifications

B. SPECIAL ADMISSIONS

Special Admissions families will be admitted outside of the regular Waiting List process. They do not have to qualify for any preferences, nor are they required to be on the program Waiting List. The GGHA maintains separate records of these admissions.

Provided there is sufficient funding, the GGHA may allow special admissions for families in the following situations:

- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term;
- Mainstream for Persons with Disabilities;
- Displaced by an activity carried out by federal, state or local governmental body;
- Displaced by natural disaster, such as flood or fire and referred by a local, state, or federal agency;
- Displaced by a human-made disaster, such as a terrorist attack and referred by a local, state, or federal agency;
- Living in and referred from a homeless shelter with which the GGHA has an agreement;
- Referred from a local agency with which the City has an agreement.
- Living in a structure that has been deemed unsafe by the City's Building Department and referred by that agency.

C. LOCAL PREFERENCES

The GGHA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the Waiting List.

Order of Selection

The GGHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the Administrative Plan. Local preferences will be used to select families from the Waiting List. Among applicants with equal preference status, the Waiting List will be organized by date and time.

The GGHA uses the following Local Preference priority system:

First Preference - Residency

Residents of the City of Garden Grove will be assisted prior to those families that are not residents. All families living or working in the City of Garden Grove, either at any time of a pre-application or during the time they are on the Waiting List, will be considered as residents. If a family has to move to another city, they will not lose their resident status.

Second Preference – U.S. Veteran Status

All veterans and widows of veterans will be assisted prior to those families that are not veterans. Veteran status as defined by the State of California's requirement of preference for veterans for low-income assisted housing

Third Preference – Domestic Violence

The GGHA will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past year. The GGHA will require evidence that the family has been displaced or about to be displaced as a result of violence in the home. Families are eligible for this preference if there is a proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. The following criteria are used to establish a family's eligibility for this preference:

- Actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family.
- An applicant may qualify for a preference for victims of domestic violence if the applicant vacated a unit because of domestic violence.
- An active restraining order may be considered as proof of domestic violence.
- The applicant must certify that the abuser will not reside with the applicant.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

Special Population

When the Authority receives funding that is designated for special populations, applicant selection from the Waiting List will be based on the specific criteria as defined by the funding regulations. Families and individuals meeting the specific criteria of the funding requirement will be assisted prior to families and individuals who do not qualify as a member of the special population designation. If there are not sufficient applicants from the Waiting List to meet the requirements of the funding, applications will be opened by direct referral from appropriate agencies or to the general public, dependent on the funding regulations.

Income Targeting

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the GGHA will reserve a minimum of 75% of its Section 8 new admissions for families whose income does not exceed 30% of the area median income. HUD refers to these families as "extremely low-income families." The GGHA will admit families who qualify under the extremely low-income limit to meet the income-targeting requirement, regardless of preference. The GGHA's income

targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act. The remaining twenty-five percent (25%) or less of all new participants may have a gross income, not to exceed 80% of the average median income of the county.

The GGHA is also exempted from this requirement where it is providing assistance to low-income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

Date and Time of Pre-application

Once the applicants have been assigned a preference, they will be selected for their Initial Qualifying (IQ) Interview by the date and time of their original pre-application to the GGHA for assistance. The income-targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

D. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION ASSISTANCE

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis:

- An applicant's certification that they qualify for a preference will be accepted without verification at the initial pre-application. When the family is selected from the Waiting List for the completion of the full application and final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the Waiting List without the Local Preference and given an opportunity for an informal review.

E. PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Circumstances

Changes in an applicant's circumstances while on the Waiting List may affect the family's entitlement to a preference. Applicants are required to notify the GGHA in writing when their circumstances change.

When an applicant claims an additional preference, he/she will be placed on the Waiting List in the appropriate order determined by the newly claimed preference.

If the family's verified annual income, at final eligibility determination, does not fall under the extremely low-income limit and the family was selected for income targeting purposes, the family may be returned to the Waiting List.

F. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the Waiting List. At that time, the GGHA will obtain necessary verifications of preference at the interview and by third party verification.

G. PREFERENCE DENIAL

If the GGHA denies a preference, the GGHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review with senior level staff. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the Waiting List without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

H. REMOVAL FROM WAITING LIST AND PURGING

The Waiting List may be purged by a mailing to applicants to ensure that the Waiting List is current and accurate. The mailing will ask for confirmation of continued interest. Any mailings to the applicant that require a response will state that failure to respond may result in the applicant's name being dropped from the Waiting List. If an applicant fails to respond to a mailing from the GGHA or if a letter is returned by the Post Office without a forwarding address, the applicant will be inactivated from the waiting list. If the applicant contacts the GGHA within three years from the date of inactivation from the Waiting List, the applicant may be reinstated on the Waiting List based on their original date and time of pre-application.

If an applicant is removed from the Waiting List for failure to respond, they will not be entitled to reinstatement, unless a Housing Authority Supervisor determines there were circumstances beyond the person's control. If determined to have existed, a disability and/or health emergency would be acceptable to warrant reinstatement.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional. This certification may be renewed yearly.

I. VERIFICATION OF WAITING LIST PREFERENCES

Local Preferences

First Preference – Residency

For families who live or have lived, work, or have been hired to work in the jurisdiction of the GGHA.

- In order to verify that an applicant is a resident, the GGHA will require at least one of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in jurisdiction of the GGHA, a statement from the employer will be required.

Second Preference – U.S. Veteran Status

This preference is available to current member of the U.S. military armed forces, U.S. veterans, or surviving spouses of U.S. veterans.

The GGHA will require U.S. government documents that indicate that the applicant qualifies under the above definition.

Third Preference – Emergency Situations

The GGHA will require written verifications from appropriate agencies that can substantiate the emergency situations. See chapter 6 for a list of applicable emergency situations.

The following verification will be required these emergency situations:

Domestic Violence

1. Written verification from police, social service agency, court, clergy person, physician, and/or public or private facility giving shelter and/or counseling to victims.

2. The abuser will not be allowed to return to the household without a written request from the family and advance approval from the GGHA. The GGHA will require verification of the following:
 - That the family members involved have attended a counseling program (if requested by the GGHA).
 - Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment.
 - Statement from local law enforcement agency that no complaints have been filed since the date of the preference approval.

Displacement by the City of Garden Grove Community Development Department Programs/Projects or displacement by natural disaster

1. Written verification/referral will be required from the appropriate agency.

Homeless Shelter referrals

1. Families/Individuals referred by a homeless shelter provider located in the City of Garden Grove. The agency must have entered into a Memorandum of Understanding (MOU) with the GGHA to continue to provide support services to the family or individual for a year to insure that they are successful in their transition to permanent housing.

Witness Protection Program

1. Written verification/referral will be required from the appropriate agency.

CHAPTER 23

EMERGENCY HOUSING VOUCHER PROGRAM

Emergency Housing Vouchers (EHVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

To ensure that the EHVs assist families who are most in need, the Garden Grove Housing Authority (GGHA) will work with community partners to determine the best use and targeting for the vouchers along with other resources available in the community. The GGHA will partner with the Continuum of Care (CoC) or other homeless or victim services providers to assist qualifying families through a direct referral process.

Individual and Family Eligibility under the Qualifying Categories

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

1. Homeless
2. At risk of homelessness
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the CoC or another partnering agency that makes direct referrals to the GGHA. The CoC or other direct referral partner must provide supporting documentation to the GGHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

In general, EHV families are issued EHVs as the result of either:

1. The direct referral process from the CoC Coordinated Entry (CE) System and/or other partnering organizations, or
2. A situation where the GGHA makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the GGHA's Emergency Transfer Plan.

The GGHA must also take direct referrals from outside the CoC CE system if:

1. The CE system does not have a sufficient number of eligible families to refer to the PHA, or
2. The CE system does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the GGHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC CE system or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the GGHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

Mandatory Prohibitions

1. The GGHA must prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
2. The GGHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to EHV applicants.

Permissible Prohibitions

1. If the GGHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
 - A. Violent criminal activity.
 - B. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
2. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
3. If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

Administrative Fees and Funding for Other Eligible Expenses

The GGHA will maintain separate financial records from its regular HCV funding for all EHV funding, both HAP and administrative fee amounts.

Ongoing administrative fees:

EHV ongoing administrative fees may be used for any eligible administrative expenses related to the EHV. These fees may also be used to pay for any of the eligible activities under the EHV services fee.

Services Fee:

The GGHA will determine eligible uses of services fees to assist families to successfully lease units with the EHV. The GGHA may limit the amount of assistance for any of the eligible uses or place other restrictions on those uses. However, the services fee funding must be initially used for these defined eligible uses and not for other administrative expenses of the EHV. Service fee funding may never be used for the HCV program.

If services fee funding is available, the GGHA may consider these eligible uses:

- A. Security deposit assistance. The GGHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.

The GGHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the GGHA verifies the family paid the security deposit. The GGHA may place conditions on the security deposit assistance, such as requiring the owner or family to return the security deposit assistance to the GGHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease). Security deposit assistance returned to the GGHA must be used for either services fee eligible uses or other EHV administrative costs.

- B. Utility deposit assistance/utility arrears. The GGHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The GGHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the GGHA verifies the family paid the utility deposit. The GGHA may place

conditions on the utility deposit assistance, such as requiring the utility supplier or family to return the utility deposit assistance to the GGHA.

- C. Essential housing items. The GGHA may assist the family with some or all of the costs of acquiring essential household items such as but not limited to: Refrigerator, washer/dryer, tableware, bedding, etc.
- D. Other eligible uses as determined by a Supervisor to best address the leasing challenges faced by EHV eligible families.

Orange County Housing Authority



ADMINISTRATIVE PLAN

HOUSING CHOICE VOUCHER PROGRAM

Approved 04-26-2022

County of Orange
OC Community Resources

2. U.S. Veterans – All
3. Non-Veterans - Elderly, Disabled, or Working Families
4. Non-Working Families

Non-Members

(not living or working in OCHA’s jurisdiction)

5. U.S. Veterans – All
6. Non-Veterans - Elderly, Disabled, or Working Families
7. Non-Working Families

The following is an explanation of OCHA’s preference requirements and the priority order for issuance of Housing Choice Vouchers:

Members:

Applicants who live, work, have been hired to work in, or report to an office located in OCHA’s jurisdiction.

Non-member applicants who move into or begin working in OCHA’s jurisdiction. Applicants in this category will receive member preference status on the date their change report is received in writing.

A member applicant will retain their preference for 60 days from the date they leave OCHA’s jurisdiction.

Members placed or admitted to transitional living facilities outside of OCHA’s jurisdiction for reasons of health or safety and under the administration of governmental case management will retain their member preference.

Homeless Individuals and Families who meet specific eligibility criteria

In addition to targeted programs to assist homeless veteran households through the VASH Program and disabled, homeless households through the Continuum of Care Permanent Supportive Housing Program, OCHA has created a preference to assist homeless persons using regular HCV funding. Under this preference category, OCHA may issue up to 50% of turnover Housing Choice Vouchers annually to households and applicants that qualify under one of the following threecategories:

- ***Families Transitioning (moving-up) From Continuum of Care (CoC) Permanent Supportive Housing (PSH) Program projects:***
 - Up to 50 applicants that are current participants in good standing in OCHA’s Continuum of Care Permanent Supportive Housing Program projects who are no longer in need of the level of supportive services provided and have been identified by OCHA’s supportive services partner agencies as such.
- Up to 100 homeless persons and families and/or other persons with special needs, who require supportive services that will be assisted in units designated for project-based Vouchers. These Vouchers will be dedicated to the property for up to 20 years.
- Up to 60 homeless, or formerly homeless persons and families, transitioning from the

Tenant Based Rental Assistance Program or CoC PSH Program projects, referred via the CoC Coordinated Entry System by partner agencies under contract or Memorandum of Understanding with OCHA, and/or other homeless initiatives. The referring agency must certify the homeless or housing status of those referred. Additionally, families already on the waiting list who declare themselves homeless, but not referred by partner agencies, must provide certification from a government organization or other organization that is qualified to determine homelessness or housing status. The number of families who can qualify for this preference will be limited to a number as annually determined by the Housing Authority.

This action is in conformance with recommendations from HUD and local Continuums of Care. In addition, the percentage of Housing Choice Vouchers committed for the homeless is comparable to other Public Housing Authorities in Southern California.

The aforementioned percentage based upon the annual turnover of vouchers from households that exit the Housing Choice Voucher Program the prior calendar year. Turn over vouchers must be the basis for the methodology since HUD has not issued new Housing Choice Vouchers since the early 2000s.

OCHA reserves the right to readjust the targeted number of Vouchers dedicated to each of the above categories based on turnover, funding, business or community needs, not to exceed 50% of all annual turnover Vouchers.

Veterans:

Applicants who are currently serving, or have served in the U. S. armed forces, veterans who have been discharged under conditions other than dishonorable and are eligible to receive veteran benefits or surviving spouses of veterans who have been discharged under conditions other than dishonorable and were eligible to receive veteran benefits. “Surviving spouse” means not divorced from, or not remarried prior to or after the death of the veteran.

Working:

Applicants with earned income from recent employment who meet the following criteria:

Working preference applies only to the head of household, spouse, or sole member.

Must receive earned income, which is defined as salaries and wages, overtime pay, tips, bonuses, self-employment, and any other form of compensation for work performed that can be verified.

Must work at least 20 hours per week for a minimum of 26 weeks in the 12-month period prior to the date of the initial interview appointment.

Length of employment is calculated separately for each individual and cannot be combined with another family member to qualify.

Disabled:

Applicant households whose head, spouse, or sole member is receiving Social Security disability, Supplement Social Security Income disability benefits, or any other payments based on the individual’s inability to work.

Must have a verifiable disabled status for at least a 12-month period or more from the date of the initial interview appointment to qualify for the disabled preference.

U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. [24 CFR5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

OCHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport, or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless OCHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

OCHA Verification [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, OCHA will verify immigration status with the United States Citizenship and Immigration Services (USCIS).

OCHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

OCHA will verify any preferences claimed by an applicant.

Member Status (Residency)

OCHA will use leases, utility bills, employer records, school records, driver's licenses, voter's registration records, Social Service Administrative records, or credit reports. For homeless applicants, OCHA may also use proof of services, shelter stays, hotel stays, YMCA stays, address used for receipt of benefits, law enforcement documentation, certification from persons verifying temporary living assistance, or from witnesses other than friends or relatives verifying where they spend the night or takes showers.

Veteran Status

OCHA will use Form DD214 - Statement of Service issued by the Veterans Administration.

Elderly Status

OCHA will use a birth certificate or other official record of birth or an original document that provides evidence of the receipt of social security retirement benefits.

Chapter 21

VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

INTRODUCTION

The Veterans Affairs Supportive Housing (VASH) program provides voucher assistance for homeless veterans receiving case management, health and other supportive services through the Veterans Affairs Medical Center (VAMC) located in Long Beach, California. OCHA has partnered with VAMC to administer HUD-VASH voucher assistance for eligible homeless veterans who have been selected by VAMC and referred to OCHA for HCV eligibility processing.

Part I: Administration of VASH

This part details the program's requirements.

PART I: ADMINISTRATION OF VASH

21-I.A. OVERVIEW

This section describes program policy and procedures unique to providing HCV assistance to homeless veterans who are referred to OCHA by the Veterans Affairs Medical Center in Long Beach. Implementation of VASH follows the provisions contained in the Chapters of this Administrative Plan, except for those areas defined as exceptions in the following sections:

21-I.B. ELIGIBILITY

The provisions contained in Chapter 3 of this Administrative Plan apply to VASH, except in the following areas:

Eligible Family Household:

The Veterans Affairs Medical Center (VAMC), located in Long Beach is responsible for determining a veteran's homeless status and referring the homeless veteran to OCHA.

OCHA will only determine income eligibility, verify citizenship and screen for lifetime sex-offender registrants.

Mandatory Denial of Assistance:

OCHA will perform a background check for the head of household and all adult family members and will deny admission only if the head of household or any other adult family member is subject to a lifetime requirement under a state sex offender registration program. Unless the family member that is subject to lifetime registration under a state sex offender law is the homeless veteran, the remaining family member may be served if the family agrees to remove the sex offender from its family composition.

21-I.C. APPLICATIONS, WAITING LIST, AND TENANT SELECTION

Chapter 4 of this Administrative Plan regarding applications, waiting list, and tenant selection do not apply to VASH.

Applicants:

The VAMC is responsible for the selection and referral of eligible homeless veterans and their families to OCHA for eligibility processing to receive HCV assistance. Applicants must be income eligible for the HCV program and meet other specific program requirements as described within this section.

21-I.D. BRIEFING AND VOUCHER ISSUANCE

The policy and procedures contained in Chapter 5 of this Administrative Plan, regarding Briefings, do not apply to VASH.

Briefings:

1. After referred applicants are processed for HCV eligibility the applicant will be scheduled for a briefing which will contain the same information as distributed during a scheduled HCV briefing.
2. VASH participation in OCHA's FSS program will be encouraged.

Extension:

OCHA may approve more than one extension for a VASH voucher recipient depending on the

circumstances recommended by the VAMC. If approved, the length of the extension is at OCHA's discretion, and will not exceed 60 days.

21-I.E. MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

Eligibility to move under the provisions of portability, as contained in Chapter 10 of this Administrative Plan applies to VASH participants under the following condition:

- VASH participants may move outside OCHA jurisdiction under the provisions of portability upon the approval of VAMC, who must determine if they are able to provide case management services in the selected jurisdiction or if services are still needed by that VASH participant, the receiving PHA may administer or absorb the family.

21-I.F. TERMINATION OF ASSISTANCE AND TENANCY

The provision contained in Chapter 12 of this Administrative Plan applies to VASH, except in the following areas:

OCHA will work closely with the VAMC to help VASH clients to determine if there are extenuating circumstances that should be considered to avoid the termination.

21-I.G. PROGRAM ADMINISTRATION

Management Assessment (SEMAP):

Requirements of SEMAP reporting do not apply to HUD-VASH vouchers.

PART I: ADMINISTRATION OF THE MAINSTREAM VOUCHER PROGRAM

22-I.A. OVERVIEW

This section describes program policy and procedures unique to the Mainstream Voucher Program. Implementation of the Mainstream Voucher Program follows the provisions contained in the Chapters of this Administrative Plan, except for those areas defined as exceptions in the following sections:

22-I.B. ELIGIBILITY [Notice PIH 2020-01]

Definition of Family and Household Members:

The definition of family and household members contained in Chapter 3 of this Administrative Plan do not apply to the Mainstream Voucher Program.

Through the MOU, HCA is responsible for selecting and identifying eligible program applicants who are:

- Between the ages of 18 and 61
- Has a disability, as defined in 42 U.S.C. 423;
- Is determined, pursuant to US Department of Housing and Urban Development regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - Has a developmental disability as defined in 42 U.S.C. 6001
- Receives Medi-Cal from the County of Orange
- Is transitioning out of institutional and other segregated settings, such as hospitals

OCHA may target additional populations to address unmet needs in OCHA's jurisdiction if identified in future Notice of Funding Availability applications for the Mainstream Voucher program.

22-I.C. APPLICATIONS, WAITING LIST, AND TENANT SELECTION [Notice PIH 2020-01]

Chapter 4 of this Administrative Plan regarding applications, waiting list, and tenant selection do not apply to the Mainstream Voucher program.

Applications:

HCA is OCHA's primary source of eligible applicant referrals. HCA will identify persons who would meet the requirements for the Mainstream Voucher Program. HCA will complete the Mainstream Voucher Referral letter and submit it to OCHA for a review of eligibility. HCA and OCHA will cooperate with the Orange County Coordinated Entry System (CES) in an effort to connect those experiencing homelessness who qualify for the Mainstream Voucher Program to stable housing.

Waiting List and Tenant Selection:

HUD funding for the Mainstream Voucher program targets a designated population. Eligible applicants must meet specifically defined program requirements and must also be income eligible for the HCV

program. Eligible referred applicants will first be identified and selected from OCHA's wait list, regardless of their current placement. If there are an insufficient number of qualifying applicants on the wait list, OCHA will open the wait list to only those families who are referred by HCA. Eligible applicants will be selected for HCV eligibility processing as funding becomes available.

22-I.D. BRIEFING AND VOUCHER ISSUANCE

The policy and procedures contained in Chapter 5 of this Administrative Plan, regarding Briefings, do not apply to the Mainstream Voucher program.

Briefings:

When referred applicants are processed for HCV eligibility, during the initial eligibility interview, the applicant will receive a one-on-one briefing, which will contain the same information as distributed during a scheduled HCV briefing.

Extension:

OCHA may approve more than one extension for a Mainstream Voucher program recipient depending on the circumstances and/or recommendation by the case manager. If approved, the length of each extension is at OCHA's discretion, and will not exceed 60 days.



ADMINISTRATIVE PLAN

**FOR THE
HOUSING AUTHORITY OF THE
CITY OF SANTA ANA**

Steven A. Mendoza
Executive Director

Judson Brown
Housing Division Manager

Approved by the Housing Authority of the City of Santa Ana: December 1, 2020

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the Waiting List, including the system of admission preferences that SAHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits SAHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with SAHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

SAHA Policy

Local preferences will be numerically ranked, with number 1 being the highest preference, in the following order:

1. **United States Military Veteran Preference:** United States military veterans or surviving spouses and dependent children of a United States military veteran, or active military personnel, their spouse and their dependent children who live or work in the City of Santa Ana at the time of application. The veteran must have been discharged under conditions other than dishonorable and were/is eligible to receive veteran's benefits. Form DD-214 with a discharge status of other than dishonorable, or equivalent verification, must be provided at their eligibility interview appointment. The individual must have served a minimum of 90 days to qualify for the preference. "Surviving spouse" means not divorced from, or not remarried prior to or after the death of the veteran. A marriage and death certificate will be required for a surviving spouse.
2. **Residency Preference:** Residency preference for families who live or work in the City of Santa Ana at the time of application. At least two pieces of evidence must be provided for families who live or work in the City of Santa Ana including but not limited to a lease, utility bills, bank statements, or paycheck stubs.

Additionally, SAHA will offer priority to any family that has been terminated from its HCV program due to insufficient program funding.

Homeless Individuals and Families Set-Aside Preference

In accordance with PIH Notice 2013-15, SAHA will accept direct referrals to the HCV Program for the following target population:

- **Homeless Individuals and Families:** The number of homeless individuals and families who can qualify for this preference and successfully lease a unit with their voucher will be limited to 50% of the total number of vouchers that become available through annual turnover in the previous calendar year. To qualify for this preference, homeless individuals and families must be referred by agencies with a contract or Memorandum of Understanding (MOU) in place with the Housing Authority, or by Community Based Organizations (CBO's) contracted with the Housing Authority. The referring agency must provide a certification of the family's homeless status. Additionally, families already registered on the

Waiting List who declare themselves as homeless, but are not referred by a CBO must provide a certification of their homeless status from an agency that has an MOU in place with the Housing Authority. This set-aside preference has been documented by SAHA using generally accepted data sources.

The term, “residence,” includes homeless shelters and other dwelling places where homeless people may be living, sleeping or receiving services in the City of Santa Ana. Therefore, homeless individuals and families who qualify for this preference will qualify as residents.

All preferences must be applicable and verifiable at the time of selection from the Waiting List.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during SAHA’s fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher. To ensure this requirement is met, a PHA may skip non-ELI families on the Waiting List in order to select an ELI family.

Low-income families admitted to the program that are “continuously assisted” under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

SAHA Policy

SAHA will monitor progress in meeting the income targeting requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

SAHA system of preferences may select families based on local preferences according to the date and time of application or by a random selection process (lottery) [24 CFR 982.207(c)]. If a PHA does not have enough funding to assist the family at the top of the Waiting List, it is not permitted to skip down the Waiting List to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the Waiting List [24 CFR 982.204(d) and (e)].

SAHA Policy

Families will be selected from the Waiting List based on the local preference(s) for which they qualify, and in accordance with SAHA’s hierarchy of preferences. Within each preference category, families will be selected by assigned lottery number (score), if lottery was performed when placed on the Waiting List. Documentation will be maintained by SAHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the Waiting List is not qualified or not interested in targeted funding, there will be a notation maintained so that SAHA does not have to ask higher placed families each time targeted selections are made.

4-III.D. NOTIFICATION OF SELECTION

When a family has been selected from the Waiting List, SAHA must notify the family [24 CFR 982.554(a)].

SAHA Policy

SAHA will notify the family by first class mail when it is selected from the Waiting List. The notice will inform the family of the following:

- Date, time, and location of the scheduled orientation or application interview, including any procedures for rescheduling the interview.
- Who is required to attend the interview.
- Documents that must be provided at the interview, including information about what constitutes acceptable documentation.
- Other documents and information that should be brought to the interview.

If a notification letter is returned to SAHA with or without a forwarding address from the US Postal Service, the family will be removed from the Waiting List.

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that SAHA obtain the information and documentation needed to make an eligibility determination through a face-to-face interview with a PHA representative [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if SAHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the Waiting List for a period of time determined by SAHA [Notice PIH 2012-10].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

SAHA Policy

SAHA may invite applicants to an orientation prior to the family's eligibility appointment. The purpose of the Orientation is to:

- Verify that the family meets the preference qualification. This means that the family is being called from the Waiting List in the proper order. If a family is invited to attend an Orientation based on a preference stated on the Waiting List application and the family no longer meets the preference, the family will be removed from the Waiting List.
- Provide the family with information on documents and forms they will need to bring to the eligibility interview.
- Explain the important features of the Housing Choice Voucher Program.

- (6) Form 1-688B, Employment Authorization Card, which must be annotated “Provision of Law 274a.12(11)” or “Provision of Law 274a.12”

7-II.H. VERIFICATION OF PREFERENCE STATUS

SAHA must verify any preferences claimed by an applicant that determined placement on the Waiting List.

SAHA Policy

1. **United States Military Veteran Preference:** The veteran must have been discharged under conditions other than dishonorable and were/is eligible to receive veteran’s benefits. Form DD-214 with a discharge status of other than dishonorable, or equivalent verification, must be provided at their eligibility interview appointment. The individual must have served a minimum of 90 days to qualify for the preference. “Surviving spouse” means not divorced from, or not remarried prior to or after the death of the veteran. A marriage and death certificate will be required for a surviving spouse.
2. **Residency Preference:** At least two pieces of evidence must be provided for families who live or work in the City of Santa Ana including but not limited to a lease, utility bills, bank statements, or paycheck stubs.

SAHA will offer priority to any family that has been terminated from its HCV program due to insufficient program funding. SAHA will verify this preference using termination records.

Homeless Individuals and Families Set-Aside Preference

In accordance with PIH Notice 2013-15, SAHA will accept direct referrals to the HCV Program for the following target population:

- **Homeless Individuals and Families:** To qualify for this preference, homeless individuals and families must be referred by agencies with a contract or Memorandum of Understanding (MOU) in place with the Housing Authority, or by Community Based Organizations (CBO’s) contracted with the Housing Authority. The referring agency must provide a certification of the family’s homeless status. Additionally, families already registered on the Waiting List who declare themselves as homeless, but are not referred by a CBO must provide a certification of their homeless status from an agency that has an MOU in place with the Housing Authority.

All preferences must be applicable and verifiable at the time of selection from the Waiting List.

Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside the PHA's jurisdiction under portability. HUD regulations and PHA policy determine whether a family qualifies.

Applicant Families

Under HUD regulations, most applicant families qualify to lease a unit outside the PHA's jurisdiction under portability. However, HUD gives SAHA discretion to deny a portability move by an applicant family for the same two reasons that it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance. If SAHA intends to deny a family permission to move under portability due to insufficient funding, SAHA must notify HUD within 10 business days of the determination to deny the move [24 CFR 982.355(e)].

SAHA Policy

In determining whether or not to deny an applicant family permission to move under portability because SAHA lacks sufficient funding or has grounds for denying assistance to the family, SAHA will follow the policies established in section 10-I.B of this chapter.

In addition, SAHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

SAHA Policy

If neither the head of household nor the spouse/co-head of an applicant family had a domicile (legal residence) in SAHA's jurisdiction at the time the family's application for assistance was submitted, the family must live in SAHA's jurisdiction with voucher assistance for at least 12 months before requesting portability.

SAHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or reasons related to domestic violence, dating violence, sexual assault, or stalking. However, any exception to this policy is subject to the approval of the receiving PHA [24 CFR 982.353(c) (3)].

For purposes of homeless individuals and families, the term, "residence," includes homeless shelters and other dwelling places where homeless people may be living, sleeping or receiving services in the City of Santa Ana. Therefore, homeless individuals and families who qualify for this local preference will qualify as residents.

Participant Families

The initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. The Violence against Women Act of 2013 (VAWA) creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.353(b)].

1D-11a. Letter Signed by Working Group

September 5, 2023

Office of Special Needs Assistance Programs
Community Planning and Development
U.S. Department of Housing and Urban Development
Washington DC, 20410

RE: Letter of Support for the Fiscal Year 2023 Continuum of Care Notice of Funding Opportunity

To Whom It May Concern:

This letter is to express the strong support for the application that the Orange County Continuum of Care (CoC) CA-602 is submitting to the U.S. Department of Housing and Urban Development (HUD) under the Fiscal Year (FY) 2023 CoC Program Notice of Funding Opportunity (NOFO). The County of Orange, as the Collaborative Applicant for the Orange County CoC, and the CoC Board has integrated persons with lived experience of homelessness in the determination of Orange County CoC's local competition rating factors for the NOFO process. The CoC Board appointed two people with lived experience of homelessness to the FY2023 CoC NOFO Ad Hoc to support with determining the local Scoring and Rating Criteria, approve a funding reallocation decision, establishing priorities for the CoC Bonus, Domestic Violence (DV) Bonus and Reallocation projects, evaluate all CoC renewal project applications and confirm the final Project Priority Listing to be approved by the CoC Board.

The Orange County CoC has been working to implement and design new approaches to establish policies and garner increased funding to serve persons with severe service needs in the Orange County CoC. Together, the Orange County CoC and the Lived Experience Advisory Committee are working to make a measurable difference in the number of people experiencing unsheltered homelessness in the community and increasing access to housing and supportive services through the Coordinated Entry System for people experiencing unsheltered homelessness. The potential funding from the CoC Program NOFO gives the Orange County CoC and the Lived Experience Advisory Committee great hope that additional housing solutions can be made available to reduce the number of people experiencing homelessness with severe service needs, as well as support keeping people stably housed in permanent supportive housing. Projects funded through CoC Bonus, DV Bonus and Reallocation funding will leverage housing and healthcare resources as well as implement tailored approaches to serving individuals and families with varying levels of vulnerability.

The Lived Experience Advisory Committee, which began meeting regularly in September 2021 as a committee under the CoC Board, exists to ensure that the voices and perspectives of individuals with current or past lived experience of homelessness are elevated in the decision-making process of the Orange County CoC. Members of the Lived Experience Advisory Committee have been further integrated as members in other initiatives of the Orange County CoC, such as the CoC Board; Policies, Procedures and Standards Committee; CoC Vision ad hoc; CoC Racial Equity assessment and roadmap development team; Coordinated Entry System DV Stakeholder working group; and FY2023 CoC NOFO Ad Hoc.

Attached are the signatures of the Lived Experience Advisory Committee membership certifying our qualifications as persons with current or past lived experience of homelessness and our commitment to help address and end homelessness in the Orange County CoC.

Sincerely,
Lived Experience Advisory Committee Membership
Orange County CoC

Persons with lived experience may sign with pseudonyms to protect their privacy.

Nichole Gideon

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Nichole Gideon

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Paul Kaiser

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P. Kaiser

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Robert Morse

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Robert "Santa Bob" Morse

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Larry Smith

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Larry Smith

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1D-2a. Housing First Evaluation



Housing First Standards

For each standard, please use the drop down boxes in the three columns to the right to select "Not at all" or "Sometimes" or "Always". Marking "Always" signifies full compliance for the standard.

No.	Standard	Access Definition / Evidence	Say It	Document it	Do it
Access 1	Projects are low-barrier	<p>Admission to projects is not contingent on pre-requisites such as abstinence of substances, minimum income requirements, health or mental health history, medication adherence, age, criminal justice history, financial history, completion of treatment, participation in services, "housing readiness," history or occurrence of victimization, survivor of sexual assault or an affiliated person of such a survivor or other unnecessary conditions unless required by law or funding source.</p> <p><i>Requirement of program, in Written Standards</i></p>	Always	Always	Always
Access 2	Projects do not deny assistance for unnecessary reasons	<p>Procedures and oversight demonstrate that staff do everything possible to avoid denying assistance or rejecting an individual or family for the reasons listed in Access Standard #1.</p> <p><i>Requirement of program, in Written Standards</i></p>	Always	Always	Always
Access 3	Access regardless of sexual orientation, gender identity, or marital status	<p>Equal access is provided in accordance with the 2012 and 2016 Equal Access Rules, meaning that any project funded by HUD must ensure equal access for persons regardless of one's sexual orientation or marital status, and in accordance with one's gender identity. Adult only households, regardless of marital status, should have equal access to projects (if these project types are not available within a CoC, the CoC should conduct an assessment to determine if these project types are needed and work with providers to accommodate the need). Please see Equal Access Rules here: https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/</p> <p><i>Requirement of program, in Written Standards and agency policies and procedures</i></p>	Always	Always	Always
Access 4	Admission process is expedited with speed and efficiency	<p>Projects have expedited admission processes, to the greatest extent possible, including helping participants obtain documentation required by funding sources, as well as processes to admit participants regardless of the status of their eligibility documentation whenever applicable.</p> <p><i>Assigned case managers support the admission and documentation process, clients enter housing within a timeframe of 30 days or less; Housing Authority may cause delays in processing PBVs</i></p>	Always	Always	Always

Access 5	Intake processes are person-centered and flexible	<p>Intake and assessment procedures are focused on the individual's or family's strengths, needs, and preferences. Projects do not require specific appointment times, but have flexible intake schedules that ensure access to all households. Assessments are focused on identifying household strengths, resources, as well as identifying barriers to housing that can inform the basis of a housing plan as soon as a person is enrolled in the project.</p> <p><i>Intake is done at a mutually agreed upon time between case manager and client. Appointments may be made outside of traditional office times as needed. Strengths-based housing plans are made between case manager and client and documented in case file.</i></p>	Always	Always	Always
Access 6	The provider/project accepts and makes referrals directly through Coordinated Entry	<p>Projects actively participate in the CoC-designated Coordinated Entry processes as part of streamlined community-wide system access and triage. If these processes are not yet implemented, projects follow communities' existing referral processes. Referrals from Coordinated Entry are rarely rejected, and only if there is a history of violence, the participant does not want to be in the project, there are legally valid grounds (such as restrictions regarding sex offenders) or some other exceptional circumstance that is well documented.</p> <p><i>All referrals to project are from CES system based on CoC established prioritization policies.</i></p>	Always	Always	Always
Access 7	Exits to homelessness are avoided	<p>Projects that can no longer serve particular households utilize the coordinated entry process, or the communities' existing referral processes if coordinated entry processes are not yet implemented, to ensure that those individuals and families have access to other housing and services as desired, and do not become disconnected from services and housing. Households encounter these exits under certain circumstances, such as if they demonstrate violent or harassing behaviors, which are described within agencies' regulation-adherent policies.</p> <p><i>Exited clients are supported to connect to exits that do not include streets or other places not meant for human habitation. Written standards and occupancy agreements include reasons for termination that are limited to extenuating circumstances. Clients may be provided opportunities to relocate if housing is in jeopardy.</i></p>	Always	Always	Always
Name		Participant Input Definition / Evidence	Say It	Document it	Do it
Participant Input 1	Participant education is ongoing	<p>Project participants receive ongoing education on Housing First principles as well as other service models employed in the project. In the beginning of and throughout tenancy, participants are informed about their full rights and responsibilities as lease holders, including the potential causes for eviction.</p> <p><i>Case Managers provided on-going life skills and tenant education through regular interactions. Case notes are kept in client case file.</i></p>	Always	Always	Always
Participant Input 2	Projects create regular, formal opportunities for participants to offer input	<p>Input is welcomed regarding the project's policies, processes, procedures, and practices. Opportunities include involvement in: quality assurance and evaluation processes, a participant leadership/advisory board, processes to formally communicate with landlords, the design of and participation in surveys and focus groups, planning social gatherings, integrating peer specialists and peer-facilitated support groups to compliment professional services.</p> <p><i>Whenever possible we hire those with lived experience to create peer specialist support. Regular Tenant advisory meetings allow for feedback on policies and procedures, service delivery.</i></p>	Always	Always	Always



Housing First Standards

For each standard, please use the drop down boxes in the three columns to the right to select "Not at all" or "Sometimes" or "Always". Marking "Always" signifies full compliance for the standard.

	Standard	Lease and Occupancy Definition / Evidence	Say It	Document It	Do It
Leases 1	Housing is considered permanent (not applicable for Transitional Housing)	<p>Housing is not time-limited (though rent assistance may be) and leases are automatically renewable upon expiration, except with prior notice by either party.</p> <p><i>Language incorporated into lease agreement between client and property owner and Housing Authority.</i></p>	Always	Always	Always
Leases 2	Participant choice is fundamental	<p>A participant has, at minimum, choices in deciding the location and type of housing based on preferences from a range of housing types and among multiple units, as available and as practical. In project-based settings, participants should be offered choice of units within a particular building, or within the portfolio of single site properties. In projects that use shared housing, i.e. housing with unrelated roommates, participants should be offered choice of roommates, as available and as practical. Additionally, as applicable, participants are able to choose their roommates when sharing a room or unit.</p> <p><i>Program is project-based. Participants all self-select into the program and may be returned to CES to be matched to other housing if they do not like the unit or location available to them. The project has reasonable accommodation policies and procedures that may be invoked at any time during their tenancy.</i></p>	Always	Always	Always
Leases 3	Leases are the same for participants as for other tenants	<p>Leases do not have any provisions that would not be found in leases held by any other tenant in the property or building and is renewable per the participants' and owner's choice. People experiencing homelessness who receive help moving into permanent housing should have leases that confer the full rights, responsibilities, and legal protections under Federal, state, and local housing laws. For transitional housing, there may be limitations on length of stay, but a lease/occupancy agreement should look like a lease that a person would have in the normal rental market.</p> <p><i>Language incorporated into lease agreement between client and property owner and Housing Authority.</i></p>	Always	Always	Always
Leases 4	Participants receive education about their lease or occupancy agreement terms	<p>Participants are also given access to legal assistance and encouraged to exercise their full legal rights and responsibilities. Landlords and providers abide by their legally-defined roles and responsibilities.</p> <p><i>Case Managers provide clients with assistance in understanding their lease agreements as well as accessing legal and/or fair housing resources as needed. Case notes are documented in the case file and HMIS for these referrals.</i></p>	Always	Always	Always

Leases 5	Measures are used to prevent eviction	<p>Property or building management, with services support, incorporates a culture of eviction avoidance, reinforced through practices and policies that prevent lease violations and evictions among participants, and evict participants only when they are a threat to self or others. Clear eviction appeal processes and due process is provided for all participants. Lease bifurcation is allowed so that a tenant or lawful occupant who is a victim of a criminal act of physical violence committed against them by another tenant or lawful occupant is not evicted, removed or penalized if the other is evicted.</p> <p><i>Language incorporated into lease agreement between client and property owner and Housing Authority. Case managers provide eviction prevention and mediation services as needed.</i></p>	Always	Always	Always
Leases 6	Providing stable housing is a priority	<p>Providers engage in a continued effort to hold housing for participants, even if they leave their housing for short periods due to treatment, illness, or any other temporary stay outside of the unit.</p> <p><i>Case managers provide eviction prevention and mediation services as needed.</i></p>	Always	Always	Always
Leases 7	Rent payment policies respond to tenants' needs (as applicable)	<p>While tenants are accountable to the rental agreement, adjustments may be needed on a case by case basis. As necessary, participants are given special payment arrangements for rent arrears and/or assistance with financial management, including representative payee arrangements.</p> <p><i>Case managers provide eviction prevention and mediation services as needed including advocacy with Housing Authority and property management for payment plans when tenants fall behind in rent.</i></p>	Always	Always	Always



Housing First Standards

For each standard, please use the drop down boxes in the three columns to the right to select "Not at all" or "Sometimes" or "Always". Marking "Always" signifies full compliance for the standard.

Standard	Services Definition / Evidence	Say it	Document it	Do it
Services 1	<p>Projects promote participant choice in services</p> <p>Participants are able to choose from an array of services. Services offered are housing focused and include the following areas of support: employment and income, childhood and education, community connection, and stabilization to maintain housing. These should be provided by linking to community-based services.</p> <p><i>Housing Plans and Goals are client-centered and directed and provided by Case Managers at no less than once per month. Plans are kept in client case file.</i></p>	Always	Always	Always
Services 2	<p>Person Centered Planning is a guiding principle of the service planning process</p> <p>Person-centered Planning is a guiding principle of the service planning process</p> <p><i>Housing Plans and Goals are client-centered and directed and provided by Case Managers at no less than once per month. Plans are kept in client case file.</i></p>	Always	Always	Always
Services 3	<p>Service support is as permanent as the housing</p> <p>Service connections are permanently available and accessible for participants in Permanent Supportive Housing. Rapid Re-Housing projects should, at a minimum, be prepared to offer services for up to 6 months after the rental assistance ends. In emergency shelter and transitional housing, services are available as long as the participant resides in the unit or bed – and up to 6 months following exit from transitional housing.</p> <p><i>Case Management is provided at no less than once per month during the entire duration of a client's stay in the program. The intensive of services may be adjusted as housing stabilization is achieved or as crises occur or as new goals are established.</i></p>	Always	Always	Always
Services 4	<p>Services are continued despite change in housing status or placement</p> <p>Wherever possible, participants continue to be offered services even if they lose their housing unit or bed (for congregate projects), or if they are placed in a short-term inpatient treatment. Ideally, the service relationship should continue, despite a service hiatus during some institutional stays.</p> <p><i>Case Managers will remain in contact with clients during short-term inpatient stays and may established ROI to communicate with their attending physicians and nurses. Clients who exit from the program via termination will be connection to CES, shelters and/or alternative means of housing outside a return to homelessness.</i></p>	Always	Always	Always

Services 5	Participant engagement is a core component of service delivery	<p>Staff provide effective services by developing relationships with participants that provide immediate needs and safety, develop trust and common ground, making warm hand-offs to other mainstream service providers, and clearly explain staff roles. Engagement is regular and relationships are developed over time.</p> <p><i>Case Management is provided at no less than once per month during the entire duration of a client's stay in the program. The intensive of services may be adjusted as housing stabilization is achieved or as crises occur or as new goals are established. Case Management uses best practices including but not limited to trauma-informed, harm-reduction, strengths-based and motivational interviewing techniques.</i></p>	Always	Always	Always
Services 6	Services are culturally appropriate with translation services available, as needed	<p>Project staff are sensitive to and support the cultural aspects of diverse households. Wherever possible, staff demographics reflect the participant population they serve in order to provide appropriate, culturally-specific services. Translation services are provided when needed to ensure full comprehension of the project. Projects that serve families with children should have family-friendly rules that allow for different schedules based on work and school hours and have services that allow parents to participate in activities without having to constantly supervise their children themselves (i.e. can use the bathroom or take a shower without their children being in the bathroom with them).</p> <p><i>Case Managers must undergo cultural sensitivity training. We hire those from diverse backgrounds and with lived experienced whenever possible as part of our hiring practices. We have agency policies and procedures for language accessibility.</i></p>	Always	Always	Always
Services 7	Staff are trained in clinical and non-clinical strategies (including harm reduction, motivational interviewing, trauma-informed approaches, strength-based)	<p>Services support a participant's ability to obtain and retain housing regardless of changes in behavior. Services are informed by a harm-reduction philosophy, such as recognizing that substance use and addiction are a part of some participants' lives. Participants are engaged in non-judgmental communication regarding their behavior and are offered education regarding how to avoid risky behaviors and engage in safer practices.</p> <p><i>Case Managers are trained at on-boarding and through on-going trainings to use best practices including but not limited to trauma-informed, harm reduction, strengths-based, and motivational interviewing techniques. Clients are provided resources to substance abuse services as requested and provided information and education on harm-reduction strategies including but not limited to ways to make the unit safer for the substance user.</i></p>	Always	Always	Always
Standard		Housing Definition / Evidence	Say It	Document It	Do It
Housing 1	Housing is not dependent on participation in services	<p>Participation in permanent and temporary housing settings, as well as crisis settings such as emergency shelter, is not contingent on participating in supportive services or demonstration of progress made on a service plan. Services must be offered by staff, but are voluntary for participants.</p> <p><i>Written standards include voluntary participation policies. Case Managers engage non-participant clients on a regular basis through friendly interactions and document attempts in client case file.</i></p>	Always	Always	Always
Housing 2	Substance use is not a reason for termination	<p>Participants are only terminated from the project for violations in the lease or occupancy agreements, as applicable. Occupancy agreements or an addendum to the lease do not include conditions around substance use or participation in services. If the project is a recovery housing model focused on people who are in early recovery from drugs or alcohol (as outlined in HUD's Recovery Housing Brief), different standards related to use and subsequent offer of treatment may apply. See HUD's Recovery Housing brief here: https://www.hudexchange.info/resource/4852/recovery-housing-policy-brief/</p>	Always	Always	Always

Language incorporated into lease agreement between client and property owner and Housing Authority. Case managers provide eviction prevention and mediation services as needed.

Housing 3	The rules and regulations of the project are centered on participants' rights	Project staff have realistic expectations and policies. Rules and regulations are designed to support safe and stable communities and should never interfere with a life in the community. Participants have access to the project at all hours (except for nightly in and out shelter) and accommodation is made for pets. <i>Housing program is 24/7. Clients are supported with animal documentation, service/emotional animal reasonable accomodation requests or other documentation required by property management. Policies included in written standards.</i>	Always	Always	Always
Housing 4	Participants have the option to transfer to another project	Transfers should be accommodated for tenants who reasonably believe that they are threatened with imminent harm from further violence if the tenant remains in the same unit. Whenever possible, transfers occur before a participant experiences homelessness. <i>Written standards include VAWA policies and procudures. Relocation to another unit is offered to tenants at threat of eviction and/or imminent harm. Included in VAWA policies.</i>	Always	Always	Always



Housing First Standards

For each standard, please use the drop down boxes in the three columns to the right to select "Not at all" or "Sometimes" or "Always". Marking "Always" signifies full compliance for the standard.

	Standard	Project -Specific Standards	Say It	Document it	Do it
Project 1	Quick access to RRH assistance	<p>A permanent supportive housing project ensures quick linkage to a unit and wrap around services, based on participant needs, preferences, and resource availability.</p> <p><i>Goal is 30 days or less. Unit is secured before seeking a CES match.</i></p>	Always	Always	Always
Project 2	PSH is focused on ending homelessness for those with the most severe barriers to maintaining housing	<p>Participants and staff understand that a primary goal of permanent supportive housing is to end homelessness for people with the most severe service needs and help participants stay housed, regardless of other perceived barriers.</p> <p><i>Housing stabilization plans are focused on housing retention. Case Managers are trained to focus conversations around housing stabilization and goals to that end.</i></p>	Always	Always	Always
Project 3	Property Management duties are separate and distinct from services/case management	<p>In order to provide clear roles of staff for participants in terms of lease and rules enforcement as well as tenant advocacy, property management and service provider staff should be separate roles. However, they should work together on a regular basis through regular communications and meetings regarding Participants to address tenancy issues in order to preserve tenancy.</p> <p><i>Property Management is separate from Case manager to focus on relationship building with the client. Any lease violations or warnings are communicated through tfrom Property Management to Case Manager to help to create goals and action plans with client around the warnings.</i></p> <p>No additional standards</p> <p><i>Optional notes here</i></p>	Always	Always	Always



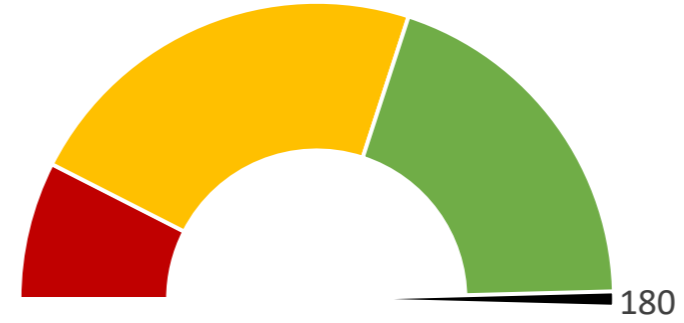
Housing First Standards: Assessment Summary

Mercy House Living Centers
7-Aug-23

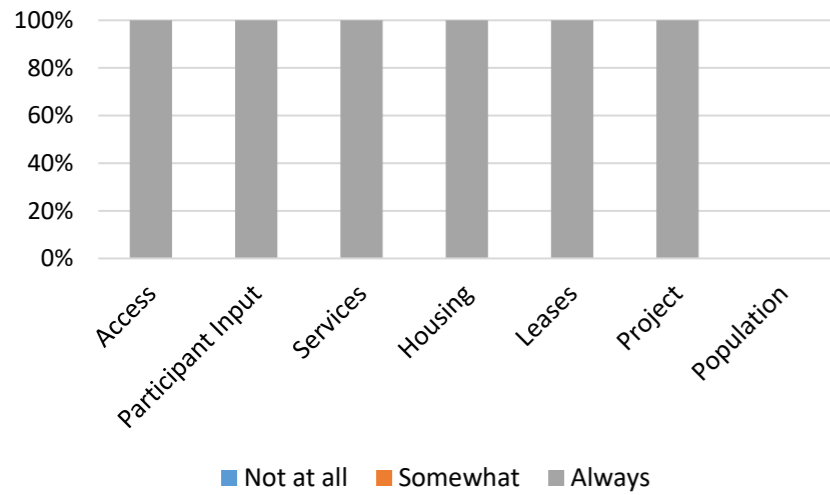
Some standards have not been evaluated. Please return and complete all standards before finalizing report.

Your score: 180
Max potential score: 180

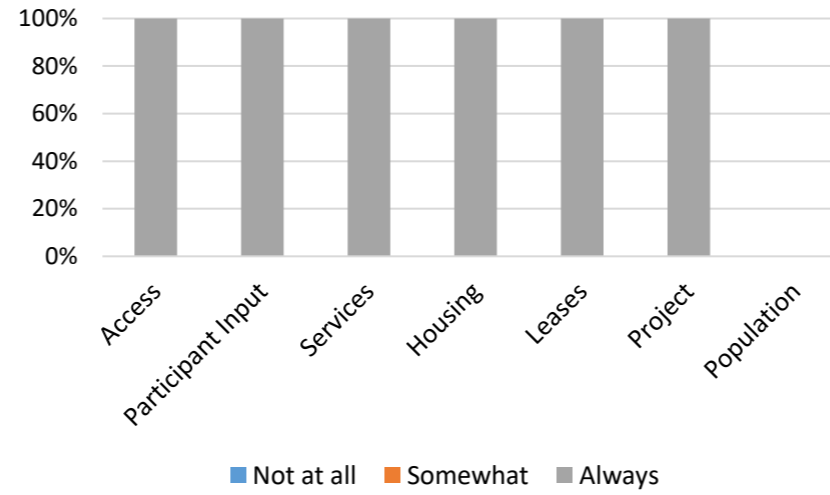
Score is calculated by awarding 1 point for standards answered 'sometimes' and 2 points for standards answered 'always'. Categories that are not applicable for your project are not included in the maximum potential score.



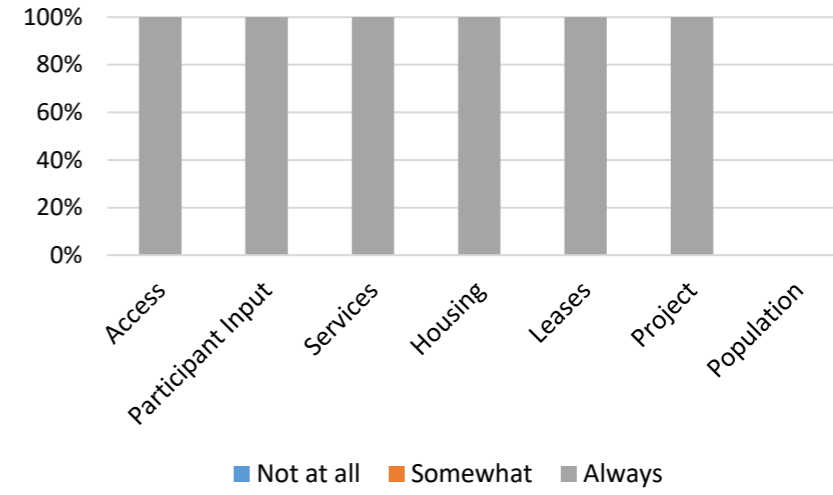
Percentage of Standards "Said"



Percentage of Standards "Documented"



Percentage of Standards "Done"



1E-1. Web Posting of Local Competition Deadline

- CoC Special NOFO
- Continuum of Care - Additional Documents
- Continuum of Care Board Nomination & Election
- Continuum of Care General Membership
- FY 2022 CoC Program NOFO
- Youth Action Board (YAB)
- Lived Experience Advisory Committee Recruitment
- Continuum of Care Archive

FY 2023 CoC Program NOFO

FY 2023 COC PROGRAM NOFO

View Edit Delete Layout Revisions

The U.S. Department of Housing and Urban Development (HUD) released the Notice of Funding Opportunity (NOFO) for the Fiscal Year (FY) 2023 Continuum of Care (CoC) Program Competition on Wednesday, July 5, 2023. Please utilize this webpage to reference any announcements and visit this page often for further updates related to the Orange County CoC local process.

Applications for Renewal Funding

The Orange County CoC's FY 2023 CoC Renewal Project Application became available on August 1, 2023, at 7:00 p.m. (PDT) and is available on this webpage below. Applicants eligible for CoC Program renewal funding received an invitation to submit their renewal funding project application(s).

Applications for CoC Renewal Projects must be submitted to the Office of Care Coordination electronically via Dropbox and printed via in-person hand delivery, no later than Wednesday, August 16, 2023, by 12:00 p.m. (PDT).

- [Detailed Description: FY2023 CoC Renewal Project Applications](#)
- [Application: FY 2023 CoC Renewal Project Application \(PDF\)](#)
- [Application: FY2023 CoC Renewal Project Application \(Word\)](#)
 - [Attachment 10: Certification of Consistency in the Consolidated Plan \(PDF\)](#)
 - [Attachment 11: Environmental Review - Limited Scope Environmental Review Form or Environmental Review of Categorical Excluded Not Subject to Section 58.5 or Environmental Clearance Letter \(PDF\)](#)
 - [Attachment 14: Housing First Assessment \(PDF\)](#)

Agency Administrative Review for CoC Funded-Agencies

The Orange County CoC FY2023 Agency Administrative Review for CoC Funded-Agencies (Agency Administrative Review) was released on June 16, 2023, and is available on this webpage below. The Agency Administrative Review must

- FY2023 Agency Administrative Review for CoC-Funded Agencies - Exhibits (Word)

Timeline*

DATE	ACTIVITY
January 3, 2023	CoC program Registration Notice posted
January 10, 2023	CoC Program Registration Forms Available in e-snaps
March 2, 2023	CoC Program Registration Deadline
March 22, 2023	CoC Board Meeting: CoC NOFO Ad Hoc Approved
April 27, 2023	Intent to Renew survey released to CoC-Funded Agencies
May 11, 2023	Intent to Renew survey due to the Office of Care Coordination
June 13, 2023	Grant Inventory Worksheet (GIW) released by HUD
June 16, 2023	Agency Administrative Review for CoC-Funded-Agencies released
June 23, 2023	Feedback and Updates on GIW from CoC-Funded Agencies due to the Office of Care Coordination
June 28, 2023	Completed GIWs and Revisions submitted by the Office of Care Coordination to local HUD field office



June 28, 2023	Completed GIWs and Revisions submitted by the Office of Care Coordination to local HUD field office
June 28, 2023	CoC Board Meeting: Approve recommended FY2023 CoC NOFO Performance Measures, thresholds, and point allocations; CoC Renewal Project Rating and Ranking Criteria; and CoC Reallocation and Bonus Funding Priorities
July 5, 2023	FY2023 CoC Program NOFO released by HUD
July 10, 2023	Agency Administrative Review due to the Office of Care Coordination
July 26, 2023	CoC Board Meeting: Take action in support of activities of the FY2023 CoC program NOFO, including renewal projects and new projects to be funded through the CoC Bonus, DV Bonus and Reallocation project.
August 1, 2023	Release of FY2023 CoC Renewal Projects Application
August 2, 2023	Technical Assistance Office Hours for CoC Renewal Project Application begins
August 14, 2023	Technical Assistance Office Hours for CoC Renewal Project Application ends at 5:00 p.m. PDT
August 16, 2023	FY2023 CoC Renewal Project Applications due at 12:00 p.m. PDT
August 29, 2023	All project applications must be submitted to CoC (per HUD 30 days before deadline).
September 2023	CoC Board Special Meeting: To approve CoC Project Priority Listing, including all renewal projects and new projects to be funded with CoC Bonus, DV Bonus and

September 2023	CoC Board Special Meeting: To approve CoC Project Priority Listing, including all renewal projects and new projects to be funded with CoC Bonus, DV Bonus and Reallocation Funding
September 13, 2023	Agencies notified in writing of inclusion of project acceptance, rejection, reduction and/or ranking by the Orange County CoC (Per HUD 15 days before deadline)
September 26, 2023	Consolidated Application posted on website for community review (Per HUD 2 days before application submission)
September 28, 2023	CoC NOFO Submission Deadline per HUD guidelines

* Please note: Dates are subject to change.

FY2023 CoC Program NOFO Approved Policy for Project Performance Measures (Posted July 11, 2023; Revised August 1, 2023)

On June 28, 2023, the CoC Board approved, the FY2023 CoC Program NOFO Scoring and Rating Criteria for Renewal Projects, including the project performance measures, thresholds and point allocations. The approved FY2023 CoC Program NOFO Scoring and Rating Criteria for Renewal Projects policy will be utilized to evaluate CoC renewal projects' performance for the FY2023 CoC Program NOFO. Please click [here](#) to view the memo and [presentation slides](#) presented to the CoC Board. The approved policy can also be viewed below.

- [FY2023 CoC NOFO Project Performance Measures](#)

The approved FY2023 CoC NOFO Renewal Scoring and Rating Criteria was revised on August 1, 2023, to include minor revisions to the numbered Exhibits and Attachments reflected in the Orange County CoC Renewal Project Application. The revised FY2023 CoC NOFO Renewal Scoring and Rating Criteria can be referenced below.

- [FY2023 CoC NOFO Renewal Scoring and Rating Criteria](#) (Revised August 1, 2023)



2023, at 12:00 p.m. (PDT).

- **Bid Title:** FY 2023 Request for Proposals for Domestic Violence Bonus, Continuum of Care Bonus and Reallocation Projects
- **Bid Starts:** August 4, 2023, at 4:50 p.m. (PDT)
- **Bid Ends:** August 24, 2023, at 12:00 p.m. (PDT)
 - **RFP Detailed Description:** [FY 2023 Request for Proposals for Domestic Violence Bonus, Continuum of Care Bonus and Reallocation Projects \(PDF\)](#)
 - **RFP Application:** [FY 2023 Request for Proposals for Domestic Violence Bonus, Continuum of Care Bonus and Reallocation Projects \(PDF\)](#)
 - **RFP Application:** [FY 2023 Request for Proposals for Domestic Violence Bonus, Continuum of Care Bonus and Reallocation Projects \(Word\)](#)
 - **Attachment 8:** [Certification of Consistency in the Consolidated Plan \(PDF\)](#)
 - **Attachment 9:** [Environmental Review - Limited Scope Environmental Review Form or Environmental Review of Categorically Excluded Not Subject to Section 58.5 or Environmental Clearance Letter \(PDF\)](#)

Agency Administrative Review for CoC Funded-Agencies

The Orange County CoC FY2023 Agency Administrative Review for CoC Funded-Agencies (Agency Administrative Review) was released on June 16, 2023, and is available on this webpage below. The Agency Administrative Review must be submitted to the Office of Care Coordination electronically via Dropbox and hardcopy via in-person hand delivery. The submittal deadline for the FY 2023 Agency Administrative Review is Monday, July 10, 2023, by 12:00 p.m. (PDT)

- **Detailed Description:** [FY2023 Agency Administrative Review for CoC-Funded Agencies](#)

1E-2. Local Competition Scoring Tool

FY2023 Continuum of Care (CoC) Program Notice of Funding Opportunity (NOFO) Scoring and Rating Criteria

Agency Name:

Name of Project:

The scoring criteria below are used to rate and rank all CoC renewal projects as part of the annual CoC Program local competition for the Orange County CoC. Data is collected using various sources including the FY2023 Application for CoC renewal projects, E-Snaps project applications, Annual Performance Reports, and Project Performance Reports. All renewal projects must meet the U.S. Department of Housing and Urban Development (HUD) project eligibility and project quality threshold criteria described in the FY2023 CoC Program NOFO.

Scoring Criteria	Description	Calculated Measure	Maximum Points	Reviewer Score	Comments
Administrative Review	The Office of Care Coordination will complete an administrative review of the agency and submitted materials for the renewal project applications.	<ul style="list-style-type: none"> • Technical Requirements • Document Presentation Requirements • Timeliness • FY2023 Intent to Renew Survey • Exhibit 1 through 4, and Attachments 1 through 9¹. 	5	Prepopulated by the Office of Care Coordination	
Project Performance	Data Quality and Project Performance Measures as approved by the CoC Board	<ul style="list-style-type: none"> • Reference FY2023 CoC Program NOFO Project Performance Measures, as approved by the CoC Board² • Exhibit 5: Project Information Form 	40	Prepopulated by HMIS Lead	
Project Effectiveness	Evaluation of the project applicant's performance, including meeting the plans and goals established in the initial application as amended and project cost effectiveness	<ul style="list-style-type: none"> • Exhibit 6: Project Effectiveness • Project Description from E-Snaps • Latest completed Annual Performance Report (APR) • Exhibit 5: Project Information Form, including evaluation of safety and security for Domestic Violence (DV) projects 	18		

¹ Attachment numbers revised to reflect Attachments included in the Agency Administrative Review.

² Naming convention revised for approved FY 2023 CoC Program NOFO Project Performance Measures.

Coordinated Entry System Participation	Evaluation of project's participation in the Coordinated Entry System and description in the project's application use of the Coordinated Entry System	<ul style="list-style-type: none"> Exhibit 5: Project Information Form Project Description from E-Snaps 	10		
Housing First and/or Low Barrier Implementation	Evaluation of the project's implementation of the Housing First principles. This includes no preconditions or barriers to entry except as required by funding sources, provision of necessary supports to maintain housing and prevent a return to homelessness.	<ul style="list-style-type: none"> Exhibit 5: Project Information Form Project Description from E-Snaps Review of Attachments 13³ and 14⁴: Project's highlighted policies and procedures supporting Housing First Model operations and Housing First Assessment 	10		
Unspent funds	<p>Review of unspent funding in last 3 completed grant terms.</p> <ul style="list-style-type: none"> Unspent funds will be compared to the annual renewal amount (ARA) 	<ul style="list-style-type: none"> Unspent funds under 5% of ARA will be awarded 5 Points Unspent funds between 5-10% of ARA will be awarded 3 points Unspent funds over 10% ARA will be awarded 0 points 	5	Prepopulated by the Office of Care Coordination	
Equity, Access and Inclusion	Evaluation of the project's equitable service access for individuals and families, including in Black, Indigenous, and People of Color (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, asexual, and Other Gender or Sexual Identities (LGBTQIA+) communities. Evaluation of the project applicant's involvement of persons with lived experience in the design and implementation of the project.	<ul style="list-style-type: none"> Project Description from E-Snaps Exhibit 7⁵: Equity, Access and Inclusion 	12		
Total Points			100 Maximum Points Possible		

³ Attachment number revised to reflect Attachment included in the CoC Renewal Project Application.

⁴ Addition of Attachment 14: Housing First Assessment, as included in the CoC Renewal Project Application.

⁵ Exhibit number revised to reflect Exhibit included in the CoC Renewal Project Application.

FY 2023 Continuum of Care (CoC) Program Notice of Funding Opportunity (NOFO) Project Performance Measures and Thresholds

Below are the measures, thresholds, and point allocations to be used for the evaluation of the CoC Renewal Projects during the FY 2023 CoC NOFO. The Project Performance Measures and Thresholds are based on the Permanent Supportive Housing, Rapid Rehousing and Transitional Housing reports published in April 2023 through June 2023 by 2-1-1 Orange County (211OC), the Homeless Management Information System (HMIS) Lead. In addition, the Average Data Quality Score from Quarter 1 of the 2023 HMIS Data Quality Report Cards will be included in the analysis. The CoC NOFO Ad Hoc has reviewed and will recommend the project performance measures and thresholds below to be included in this analysis.

Permanent Supportive Housing										
	Average Data Quality	Entries from Homelessness	Average Days Until Permanent Housing Placement	Increased Income - Stayers	Increased Income - Leavers	Returns to Homelessness	Unit Utilization	Stabilized in Permanent Housing	Successful Coordinated Entry System Referrals	Days Between Coordinated Entry System Match and Enrollment
Threshold	Greater than or equal to 98%	100%	Less than or equal to 30 days	Greater than or equal to 65%	Greater than or equal to 45%	Less than or equal to 7%	Greater than or equal to 95%	Greater than or equal to 95%	Greater than or equal to 50%	Less than or equal to 45 days
Met Threshold	12	13	13	7	9	14	14	12	3	3
Within 10% of Threshold ¹	6	6.5	6.5	3.5	4.5	7	7	6	1.5	1.5
More than 10% from Threshold	0	0	0	0	0	0	0	0	0	0

Rapid Rehousing ²									
	Average Data Quality	Entries from Homelessness	Average Days Until Permanent Housing Placement	Increased Income - Stayers	Increased Income - Leavers	Successful Exits	Returns to Homelessness	Successful Coordinated Entry System Referrals	Days Between Coordinated Entry System Match and Enrollment
Threshold	Greater than or equal to 98%	100%	Less than or equal to 30 days	Greater than or equal to 40%	Greater than or equal to 44%	Greater than or equal to 80%	Less than or equal to 7%	Greater than or equal to 60%	Less than or equal to 14 days
Met Threshold	12	14	15	10	12	16	15	3	3
Within 10% of Threshold	6	7	7.5	5	6	8	7.5	1.5	1.5
More than 10% from Threshold	0	0	0	0	0	0	0	0	0

¹ Projects will receive half points for measures calculated in days if the project's score is within 3 days of the threshold.

² The Rapid Rehousing project performance measures, thresholds and point allocations are applicable to the Transitional Housing component of Joint Transitional Housing/Permanent Housing-Rapid Re-housing (TH-RRH) projects

Agency - Permanent Supportive Housing Project Name										
	Average Data Quality	Entries from Homelessness	Average Days Until Permanent Housing Placement	Increased Income - Stayers	Increased Income - Leavers	Returns to Homelessness	Unit Utilization	Stabilized in Permanent Housing	Successful Coordinated Entry System Referrals	Days Between Coordinated Entry System Match and Enrollment
Performance Score										
Points Awarded										

Agency - Rapid Rehousing/Joint Transitional Housing/Permanent Housing-Rapid Re-housing Project Name										
	Average Data Quality	Entries from Homelessness	Average Days Until Permanent Housing Placement	Increased Income - Stayers	Increased Income - Leavers	Successful Exits	Returns to Homelessness	Successful Coordinated Entry System Referrals	Days Between Coordinated Entry System Match and Enrollment	
Performance Score										
Points Awarded										

*Note: # points out of 100 is converted to 40 points for the CoC Rubric Score.

FY 2023 Continuum of Care (CoC) Bonus, Domestic Violence (DV) Bonus and Reallocation Scoring and Rating Criteria

All projects will be scored on a 140-point scale using the following criteria:

	Criterion	Points	Description of Basis for Assigning Points
1	CoC Participation	Up to 10 points	<ul style="list-style-type: none"> • Applicant has demonstrated participation and involvement in the Orange County CoC and core activities of the CoC, such as Point In Time Count and Housing Inventory Count. • Applicant participates in the local HMIS and completes timely and curate data submissions, as requested. • Applicant participates in the local CES.
2	Capacity of Applicant and Partner	Up to 10 points	<ul style="list-style-type: none"> • Past and current relevant experience in providing housing and services related to those in this solicitation, including evaluation of current and similar project types • Past and current relevant experience in effectively utilizing federal funds and performing the activities proposed in the application, including, administrative, financial, and programmatic components
3	Applicant Service Experience and Approach	Up to 20 points	<ul style="list-style-type: none"> • Applicant has demonstrated experience in working with target population to quickly secure housing, make connections to supportive services, and promote housing stability. • Applicant described service delivery approach for serving people with severe service needs. • Applicant described service delivery approach to serving undeserved communities. • Applicant described data driven approach to service delivery.
4	Involving Persons with Lived Experience	Up to 20 points	<ul style="list-style-type: none"> • Applicant has a member on Board of Director’s with current and/or past experience of homelessness. • Applicant ensures perspectives of people with lived experience of homelessness are meaningfully and intentionally integrated into the decision-making process. • Applicant practices meaningful involvement of people with lived experience in program design, delivery of services and program evaluation.
5	Proposed Project-Service Plan and Supportive Services	Up to 30 points	<ul style="list-style-type: none"> • Proposed project, including service plan and supportive services, is appropriate for the household type and/or subpopulation. • Proposed project includes strategies to assist participants to obtain and remain in

			<p>permanent housing, increase their employment and/or income and maximum their ability to live independently.</p> <ul style="list-style-type: none"> Proposed project will implement a Housing first, client-centered approach; plan to address the housing and safety needs of survivors of domestic violence and sexual assault by adopting victim-centered practices; and other evidence-based practices in program operations. To receive full points, applicants must clearly describe the evidence-informed practices that the project will use in policies, procedures, and operations. Proposed project will have tailored approach to serve people with severe service needs¹ and undeserved communities.
6	Outcomes	Up to 10 points	<ul style="list-style-type: none"> Proposed performance outcomes (not outputs) that will be achieved by the project and how data will be used to measure those outcomes and determine success. Proposed performance outcomes should focus on participants housing placement and permanent housing retention, as well as improved quality of life, rather than measuring the amount or types of services provided (not outputs).
7	Project Readiness	Up to 5 points	<ul style="list-style-type: none"> Estimated schedule for the proposed project to begin operations, including housing services and supportive services activities. Full points will be given to projects that can begin soon after grant is awarded.
8	Budget and Match	Up to 10 points	<ul style="list-style-type: none"> Budget is reasonable for type of project proposed, total number of households and participants to be served and clearly articulated. Applicant can provide the required match of at least 25% is included and documented. Applicant can demonstrate how leverage housing resources and/or health care resources contribute to the overall budget of the project proposed.

¹ Severe Service Needs means any combination of the following factors: facing significant challenges or functional impairments, including any physical, mental, developmental or behavioral health disabilities regardless of the type of disability, which require a significant level of support in order to maintain permanent housing (this factor focuses on the level of support needed and is not based on disability type); high utilization of crisis or emergency services to meet basic needs, including but not limited to emergency rooms, jails, and psychiatric facilities; currently living in an unsheltered situation or having a history of living in an unsheltered situation; experiencing a vulnerability to illness or death; having a risk of continued or repeated homelessness; and having a vulnerability to victimization, including physical assault, trafficking or sex work.

9	Leveraging of Resources²	Up to 20 points	<ul style="list-style-type: none"> • Leverage Housing Resources – Project demonstrates that it will provide housing subsidies or subsidizing housing units not currently funded through the CoC or Emergency Solutions Grant (ESG) Program for at least 25 percent of the program participants anticipated to be served by the project. Full points will be given to projects that: <ul style="list-style-type: none"> ○ (i) in the case of a permanent supportive housing project, provide at least 25 percent of the units included in the project; or ○ (ii) in the case of a rapid re-housing project, serve at least 25 percent of the program participants anticipated to be served by the project. ○ (iii) Attach letters of commitment, contracts, or other formal written documents that demonstrate the number of subsidies or units being provided to support the project. • Leveraging Healthcare Resources – Project demonstrates the use of healthcare resources to help individuals and families experiencing homelessness. Full points will be given to projects that: <ul style="list-style-type: none"> ○ (i) in the case of a substance abuse treatment or recovery provider, it will provide access to treatment or recovery services for all program participants who quality and choose those services; or ○ (ii) the value of assistance being provided is at least an amount that is equivalent to 25 percent of the funding being requested for the project, which will be covered by the healthcare organization. ○ (iii) Provide formal written agreements that include the value of the commitment and dates the healthcare resources will be provided.
10	Populations to be Served³	Up to 5 points	<ul style="list-style-type: none"> • Proposed project primarily serves (75% or more) households with severe service needs; or • Proposed Permanent Supportive House project type has minimum of 5 to 10% of units a designated to serve any of the following

² Leveraging of Resources only applies to Rapid Rehousing (RRH) and Permanent Supportive Housing (PSH) project types. Any Joint Transitional Housing – Permanent Housing: Rapid Rehousing (Joint TH-RRH) project types will not be scored on the Leveraging of Resources.

³ Criteria only applies to CoC Bonus and Reallocation projects.

			<p>special populations, including Families (households with at least one minor child and one adult), Transitional Age Youth (ages 18 – 24), Individual (adult only households) experiencing chronic homelessness and Older Adults (ages 62 and older).</p> <ul style="list-style-type: none"> Proposed Rapid Rehousing project type has a minimum of 25% of units designed to serve any of the following special populations, including Families (households with at least one minor child and one adult), Transitional Age Youth (ages 18 – 24), Individual (adult only households) experiencing chronic homelessness and Older Adults (ages 62 and older).
Total Points		140 Maximum Points Possible	

1E-2a. Scored Project Forms for One Project from Your CoC's
Local Competition

FY2023 Continuum of Care (CoC) Program Notice of Funding Opportunity (NOFO) Scoring and Rating Criteria

Agency Name: Anaheim Supportive Housing, Inc.

Name of Project: Tyrol Plaza Senior Apartments

The scoring criteria below are used to rate and rank all CoC renewal projects as part of the annual CoC Program local competition for the Orange County CoC. Data is collected using various sources including the FY2023 Application for CoC renewal projects, E-Snaps project applications, Annual Performance Reports, and Project Performance Reports. All renewal projects must meet the U.S. Department of Housing and Urban Development (HUD) project eligibility and project quality threshold criteria described in the FY2023 CoC Program NOFO.

Scoring Criteria	Description	Calculated Measure	Maximum Points	Reviewer Score	Comments
Administrative Review	The Office of Care Coordination will complete an administrative review of the agency and submitted materials for the renewal project applications.	<ul style="list-style-type: none"> • Technical Requirements • Document Presentation Requirements • Timeliness • FY2023 Intent to Renew Survey • Exhibit 1 through 4, and Attachments 1 through 9. 	5	5	
Project Performance	Data Quality and Project Performance Measures as approved by the CoC Board	<ul style="list-style-type: none"> • Reference FY2023 CoC Program NOFO Project Performance Measures, as approved by the CoC Board • Exhibit 5: Project Information Form 	40	36.4	
Project Effectiveness	Evaluation of the project applicant's performance, including meeting the plans and goals established in the initial application as amended and project cost effectiveness	<ul style="list-style-type: none"> • Exhibit 6: Project Effectiveness • Project Description from E-Snaps • Latest completed Annual Performance Report (APR) • Exhibit 5: Project Information Form, including evaluation of safety and security for Domestic Violence (DV) projects 	18	17.4	
Coordinated Entry System Participation	Evaluation of project's participation in the Coordinated Entry System and description in the project's application use of the Coordinated Entry System	<ul style="list-style-type: none"> • Exhibit 5: Project Information Form • Project Description from E-Snaps 	10	9.8	

Housing First and/or Low Barrier Implementation	Evaluation of the project's implementation of the Housing First principles. This includes no preconditions or barriers to entry except as required by funding sources, provision of necessary supports to maintain housing and prevent a return to homelessness.	<ul style="list-style-type: none"> Exhibit 5: Project Information Form Project Description from E-Snaps Review of Attachments 13 and 14: Project's highlighted policies and procedures supporting Housing First Model operations and Housing First Assessment 	10	9.6	
Unspent funds	Review of unspent funding in last 3 completed grant terms. <ul style="list-style-type: none"> Unspent funds will be compared to the annual renewal amount (ARA) 	<ul style="list-style-type: none"> Unspent funds under 5% of ARA will be awarded 5 Points Unspent funds between 5-10% of ARA will be awarded 3 points Unspent funds over 10% ARA will be awarded 0 points 	5	5	
Equity, Access and Inclusion	Evaluation of the project's equitable service access for individuals and families, including in Black, Indigenous, and People of Color (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, asexual, and Other Gender or Sexual Identities (LGBTQIA+) communities. Evaluation of the project applicant's involvement of persons with lived experience in the design and implementation of the project.	<ul style="list-style-type: none"> Project Description from E-Snaps Exhibit 7: Equity, Access and Inclusion 	12	11.6	
Total Points			100 Maximum Points Possible	94.8	

Permanent Supportive Housing										
	Average Data Quality	Entries from Homelessness	Average Days Until Permanent Housing Placement	Increased Income - Stayers	Increased Income - Leavers	Returns to Homelessness	Unit Utilization	Stabilized in Permanent Housing	Successful Coordinated Entry System Referrals	Days Between Coordinated Entry System Match and Enrollment
Threshold	Greater than or equal to 98%	100%	Less than or equal to 30 days	Greater than or equal to 65%	Greater than or equal to 45%	Less than or equal to 7%	Greater than or equal to 95%	Greater than or equal to 95%	Greater than or equal to 50%	Less than or equal to 45 days
Met Threshold	12	13	13	7	9	14	14	12	3	3
Within 10% of Threshold ¹	6	6.5	6.5	3.5	4.5	7	7	6	1.5	1.5
More than 10% from Threshold	0	0	0	0	0	0	0	0	0	0

Anaheim Supportive Housing, Inc. - Tyrol Plaza Senior Apartments										
	Average Data Quality	Entries from Homelessness	Average Days Until Permanent Housing Placement	Increased Income - Stayers	Increased Income - Leavers	Returns to Homelessness	Unit Utilization	Stabilized in Permanent Housing	Successful Coordinated Entry System Referrals	Days Between Coordinated Entry System Match and Enrollment
Performance Score	99%	100%	0 days	80%	100%	0%	96%	92%	50%	141 days
Points Awarded	12	13	13	7	9	14	14	6	3	0

*Note: 91 points (91%) out of 100 is converted to 36.4 points for the CoC Rubric Score.

¹ Projects will receive half points for measures calculated in days if the project's score is within 3 days of the threshold.

² The Rapid Rehousing project performance measures, thresholds and point allocations are applicable to the Transitional Housing component of Joint Transitional Housing/Permanent Housing-Rapid Re-housing (TH-RRH) projects

1E-5. Notification of Projects Rejected-Reduced

Boehringer, Felicia R

From: Boehringer, Felicia R
Sent: Thursday, July 27, 2023 12:01 PM
To: Madelynn Hirneise; Nishtha Mohendra
Cc: Jones, Sarah L; Miranda, Jasmin N; Lundy, Zulima P
Subject: FY 2023 CoC Program NOFO - Reallocation

Tracking:	Recipient	Read
	Madelynn Hirneise	
	Nishtha Mohendra	
	Jones, Sarah L	Read: 7/27/2023 3:08 PM
	Miranda, Jasmin N	
	Lundy, Zulima P	Read: 7/27/2023 12:04 PM

Good afternoon Families Forward,

This email serves to formally notify you that the Orange County Continuum of Care (CoC) Board approved the recommendation from the CoC Notice of Funding Opportunity (NOFO) Ad Hoc to reallocate the Families Forward renewal project named Families Forward Rapid Re-housing in the amount of \$579,869 during the meeting that occurred yesterday, July 27, 2023.

Please see below for the FY2023 CoC Program NOFO appeals process that was shared during the CoC Board meeting:

1. A formal appeal must be submitted by 12:00 p.m. two (2) business days after the CoC Board decision. The appeal document must consist of a short, written statement (no longer than two pages) of the agency's appeal of the decision addressing the flaw in methodology or in the process used in the decision. The overall performance measurements or data are not a basis for an appeal. The statement can be in the form of a letter or a memo from an individual authorized to represent the agency (i.e., Executive Director).
2. The appeal must be transmitted by email to Sarah Jones (sarah.jones@ocgov.com) and Felicia Boehringer (felicia.boehringer@ocgov.com).
3. The Appeals Panel will be selected from the CoC Board or its designees. The membership of the Appeals Panel will have no conflict of interest in serving.
4. The Appeal Panel will conduct an in person or telephone meeting with a representative(s) of the agency/collaborative who filed the appeal to discuss it, if needed.
5. The Appeal Panel will inform appealing agencies of its decision. (In all cases, the Appeals Committee has the final authority on appeals decisions.)

If Families Forward wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Friday, July 28, at 12 p.m.

Please reply to this email to confirm receipt.

Best regards,



Felicia Boehringer, MSW

Continuum of Care Administrator | *She/Her/Hers*
County Executive Office | Office of Care Coordination
601 N. Ross St, 5th Floor
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Miranda, Jasmin N

From: Boehringer, Felicia R
Sent: Tuesday, September 12, 2023 12:52 PM
To: Tara Pak; Tescia Uribe; Melanie McQueen; Christopher Iijima; Swetha Medepalli
Cc: Jones, Sarah L; Miranda, Jasmin N
Subject: FY2023 CoC Program NOFO Priority Listing - PATH

Hello People Assisting the Homeless (PATH),

The Continuum of Care (CoC) Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended the Final Project Priority Listing for FY2023 CoC Program NOFO. As part of this process, the CoC NOFO Ad Hoc accepted the recommendation from the request For Proposals (RFP) Review Panels and did not include the following project in the FY2023 CoC Program NOFO Priority Listing.

- Rapid Re-housing

On Monday, September 11, 2023, the CoC Board approved the recommended FY2023 CoC Program NOFO Priority Listing, which excludes the PATH proposal. If PATH wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Wednesday, September 13, 2023, at 12:00 p.m. PDT.

Thank you, on behalf of the Orange County CoC, for the work your agency is doing in our community. We look forward to opportunities for further partnership in the future.

Please reply to this email to confirm receipt.

Best regards,



Felicia Boehringer, MSW

Continuum of Care Administrator | *She/Her/Hers*
County Executive Office | Office of Care Coordination
601 N. Ross St, 5th Floor
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 1:01 PM
To: mrios@humanoptions.org; sbehrerwohld@humanoptions.org
Cc: Jones, Sarah L; Boehringer, Felicia R
Subject: FY 2023 CoC Program NOFO Priority Listing - Human Options

Hello Human Options, Inc.,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing. This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

- The renewal DV Bonus Project will straddle Tier 1 and Tier 2.

The CoC NOFO Ad Hoc Committee recommended the Final Project Priority Listing for FY2023 CoC Program NOFO. As part of this process, the CoC NOFO Ad Hoc accepted the recommendation from the request For Proposals (RFP) Review Panels and did not include the following project in the FY2023 CoC Program NOFO Priority Listing.

- Domestic Violence Housing First Collaborative Project

On Monday, September 11, 2023, the CoC Board approved the recommended FY2023 CoC Program NOFO Priority Listing, which excludes Human Options' proposal. If Human Options wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Wednesday, September 13, 2023, at 12:00 p.m. PDT.

Thank you, on behalf of the Orange County CoC, for the work your agency is doing in our community. We look forward to opportunities for further partnership in the future.

Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 1:04 PM
To: jtoan@ifhomeless.org; kharley@ifhomeless.org; Jordan Hoiberg; pbhalla@ifhomeless.org; Carol Slezak
Cc: Boehringer, Felicia R; Jones, Sarah L
Subject: FY 2023 CoC Program NOFO Priority Listing - Illumination Foundation

Hello Illumination Foundation,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC NOFO Program Priority Listing into Tier 1. This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your applications before they are finalized.

- [Stanton Multi-Service Center](#)
- [Street2Home OC Expansion](#)

The CoC NOFO Ad Hoc Committee recommended the Final Project Priority Listing for FY2023 CoC Program NOFO. As part of this process, the CoC NOFO Ad Hoc accepted the recommendation from the request For Proposals (RFP) Review Panels and did not include the following project in the FY2023 CoC Program NOFO Priority Listing.

- Richard Lehn Intergenerational Campus

On Monday, September 11, 2023, the CoC Board approved the recommended FY2023 CoC Program NOFO Priority Listing, which excludes Illumination Foundation's proposal. If Illumination Foundation wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Wednesday, September 13, 2023, at 12:00 p.m. PDT.

Thank you, on behalf of the Orange County CoC, for the work your agency is doing in our community. We look forward to opportunities for further partnership in the future.

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Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 12:59 PM
To: David Gillanders; slanglois@pohoc.org; Mychael Blinde
Cc: Boehringer, Felicia R; Jones, Sarah L
Subject: FY 2023 CoC Program NOFO Priority Listing - Pathways of Hope

Hello Pathways of Hope,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the FY2023 CoC NOFO Program Priority Listing into Tier 1. This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

- PSH for Families

The CoC NOFO Ad Hoc Committee recommended the Final Project Priority Listing for FY2023 CoC Program NOFO. As part of this process, the CoC NOFO Ad Hoc accepted the recommendation from the request For Proposals (RFP) Review Panels and did not include the following projects in the FY2023 CoC Program NOFO Priority Listing.

- PSH for Individuals
- PSH for Families Expansion

On Monday, September 11, 2023, the CoC Board approved the recommended FY2023 CoC Program NOFO Priority Listing, which excludes Pathways of Hope's proposals. If Pathways of Hope wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Wednesday, September 13, 2023, at 12:00 p.m. PDT.

Thank you, on behalf of the Orange County CoC, for the work your agency is doing in our community. We look forward to opportunities for further partnership in the future.

Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: County of Orange, California <oc_info@ocgov.info>
Sent: Tuesday, September 12, 2023 12:11 PM
To: Murillo, Chelsea V; Miranda, Jasmin N; Hogan, Xuan; Hong, Andrew E; Betances, Karen; Jones, Sarah L; Chou, Grace; natalie.dempster@ocgov.com; jalvarado@ochca.com; lisa.row@ocgov.com; scourt@ochca.com; Davis, Julia; Vargas, Mayra; Palafox, Rocio; Becht, Douglas J; Nguyen, Julie; jocelyn.gaspar@ocgov.com; Alford, Lisa L; Boehringer, Felicia R; Lundy, Zulima P; Ricketts, Rebecca J; Fonseca, Damian C; Nguyen, Julie; Sanchez, Amanda
Subject: Courtesy Copy: FY2023 Orange County Continuum of Care NOFO Update: Project Priority Listing

This is a courtesy copy of an email bulletin sent by Jasmin Miranda.

This bulletin was sent to the following groups of people:

Subscribers of CoC Board Members or Homeless Services – Continuum of Care (1237 recipients)



Office of
CARE COORDINATION
County Executive Office

FY2023 Orange County Continuum of Care NOFO Update: Project Priority Listing

The U.S. Department of Housing and Urban Development (HUD) announced the release of the Fiscal Year (FY) 2023 Continuum of Care (CoC) Program Competition Notice of Funding Opportunity (NOFO) on July 5, 2023. Applications from each CoC are due by Thursday, September 28, 2023. The Office of Care Coordination, as the Collaborative Applicant for the Orange County CoC, plans to submit the Orange County CoC Consolidated Application on Tuesday, September 26, 2023.

During a Special Meeting of the Orange County CoC Board on September 11, 2023, the CoC Board approved the CoC Project Ranking and Tiering policy and the Project Priority Listing as recommended by the CoC NOFO Ad Hoc. New and Renewal Projects selected were ranked according to the Orange County CoC's Project Ranking and Tiering Policy for inclusion in this year's Consolidated Application to HUD. [Click here](#) to view the approved FY2023 CoC Program NOFO Priority Listing.

For additional information on the Orange County CoC NOFO application process, please visit the [FY 2023 CoC Program NOFO webpage](#).

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1E-5a. Notification of Projects Accepted

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 12:52 PM
To: Liza Avetikova; Bruce Rojas; Milo Peinemann; Luz Soto
Cc: Boehringer, Felicia R; Jones, Sarah L
Subject: FY 2023 CoC Program NOFO Priority Listing - American Family Housing

Hello American Family Housing (AFH),

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC NOFO Program Priority Listing into Tier 1.

- [Permanent Housing Collaborative FY2023](#)
- [Permanent Housing 2 FY2023](#)

This recommendation was approved by the CoC Board on Monday, September 11, 2023.
Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 12:53 PM
To: acaciagary@aol.com; sumnerdaniel7@gmail.com; jgaston045@aol.com
Cc: Boehringer, Felicia R; Jones, Sarah L
Subject: FY 2023 CoC Program NOFO Priority Listing - Anaheim Supportive Housing

Hello Anaheim Supportive Housing, Inc.,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing into Tier 1.

- Tyrol Plaza Senior Apartments

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 12:55 PM
To: Ricketts, Rebecca J; Lundy, Zulima P; Becht, Douglas J
Cc: Jones, Sarah L; Boehringer, Felicia R
Subject: FY 2023 CoC Program NOFO Priority Listing - County of Orange

Hello County of Orange,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing into Tier 1.

- [Coordinated Entry System SSO Grant 2023](#)

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 1:08 PM
To: mhirneise@families-forward.org; Nishtha Mohendra; Natalie Rodolfo; msilva@families-forward.org
Cc: Jones, Sarah L; Boehringer, Felicia R
Subject: FY 2023 CoC Program NOFO Priority Listing - Families Forward

Hello Families Forward,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing.

Tier 2

- Rapid Rehousing for Families (Reallocation)

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your applications before they are finalized.

Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

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Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 12:57 PM
To: 'dprice@friendshipshelter.org'; rscott@friendshipshelter.org; grants@friendshipshelter.org; Lisa Talmage
Cc: Jones, Sarah L; Boehringer, Felicia R
Subject: FY 2023 CoC Program NOFO Priority Listing - Friendship Shelter

Hello Friendship Shelter, Inc.,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing.

Tier 1

- [Henderson House Permanent Supportive Housing](#)
- [Friendship Shelter Rapid Re-Housing](#)

Tier 2

- [Henderson House Permanent Supportive Housing Expansion \(CoC Bonus\)](#)

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your applications before they are finalized. Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

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Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 1:01 PM
To: mrios@humanoptions.org; sbehrmerwohld@humanoptions.org
Cc: Jones, Sarah L; Boehringer, Felicia R
Subject: FY 2023 CoC Program NOFO Priority Listing - Human Options

Hello Human Options, Inc.,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing. This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

- The renewal DV Bonus Project will straddle Tier 1 and Tier 2.

The CoC NOFO Ad Hoc Committee recommended the Final Project Priority Listing for FY2023 CoC Program NOFO. As part of this process, the CoC NOFO Ad Hoc accepted the recommendation from the request For Proposals (RFP) Review Panels and did not include the following project in the FY2023 CoC Program NOFO Priority Listing.

- Domestic Violence Housing First Collaborative Project

On Monday, September 11, 2023, the CoC Board approved the recommended FY2023 CoC Program NOFO Priority Listing, which excludes Human Options' proposal. If Human Options wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Wednesday, September 13, 2023, at 12:00 p.m. PDT.

Thank you, on behalf of the Orange County CoC, for the work your agency is doing in our community. We look forward to opportunities for further partnership in the future.

Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 1:04 PM
To: jtoan@ifhomeless.org; kharley@ifhomeless.org; Jordan Hoiberg; pbhalla@ifhomeless.org; Carol Slezak
Cc: Boehringer, Felicia R; Jones, Sarah L
Subject: FY 2023 CoC Program NOFO Priority Listing - Illumination Foundation

Hello Illumination Foundation,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC NOFO Program Priority Listing into Tier 1. This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your applications before they are finalized.

- [Stanton Multi-Service Center](#)
- [Street2Home OC Expansion](#)

The CoC NOFO Ad Hoc Committee recommended the Final Project Priority Listing for FY2023 CoC Program NOFO. As part of this process, the CoC NOFO Ad Hoc accepted the recommendation from the request For Proposals (RFP) Review Panels and did not include the following project in the FY2023 CoC Program NOFO Priority Listing.

- Richard Lehn Intergenerational Campus

On Monday, September 11, 2023, the CoC Board approved the recommended FY2023 CoC Program NOFO Priority Listing, which excludes Illumination Foundation's proposal. If Illumination Foundation wishes to appeal the Orange County CoC Board's decision, a formal appeal must be received by Wednesday, September 13, 2023, at 12:00 p.m. PDT.

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Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 1:05 PM
To: carol@intervalhouse.org; admin@intervalhouse.org
Cc: Jones, Sarah L; Boehringer, Felicia R
Subject: FY 2023 CoC Program NOFO Priority Listing - Interval House

Hello Interval House,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing.

Tier 1

- Rapid Rehousing Program
- Domestic Violence Transitional Housing- Rapid Rehousing Program

Tier 2

- Domestic Violence Transitional Housing-Rapid Rehousing Expansion Program (DV Bonus)

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your applications before they are finalized. Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist
Pronouns: she/her/ella
County Executive Office | Office of Care Coordination
601 N. Ross St, 5th floor, Santa Ana, CA 92701
Office: (714) 834-3163

Miranda, Jasmin N

From: Boehringer, Felicia R
Sent: Tuesday, September 12, 2023 12:54 PM
To: larryh@mercyhouse.net; allisond@mercyhouse.net
Cc: Jones, Sarah L; Miranda, Jasmin N
Subject: FY2023 CoC Program NOFO Priority Listing - Mercy House

Hello Mercy House,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing into Tier 1.

- Mercy House - CoC Leasing - Renewal
- Mills End and PSH Leasing Consolidation
- OC PSH Collaboration Project
- OC PSH Collaboration Project II - Expansion
- Aqua PSH

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.

Best regards,



Felicia Boehringer, MSW

Continuum of Care Administrator | *She/Her/Hers*
County Executive Office | Office of Care Coordination
601 N. Ross St, 5th Floor
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Miranda, Jasmin N

From: Boehringer, Felicia R
Sent: Tuesday, September 12, 2023 12:55 PM
To: De Leon, Kristine; Bidwell, Julia; Johnson, January; Avina, Emmanuel
Cc: Jones, Sarah L; Miranda, Jasmin N
Subject: FY2023 CoC Program NOFO Priority Listing - OCHA

Hello Orange County Housing Authority (OCHA),

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing into Tier 1.

- #1 Consolidated Continuum of Care TRA 2023 Renewal Project
- #2 Consolidated Continuum of Care TRA 2023 Renewal Project
- #3 Consolidated Continuum of Care TRA 2023 Renewal Project
- #4 Consolidated Continuum of Care TRA 2023 Renewal Project
- Jackson Aisle Continuum of Care TRA 2023 Renewal Project

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.

Best regards,



Felicia Boehringer, MSW
Continuum of Care Administrator | *She/Her/Hers*
County Executive Office | Office of Care Coordination
601 N. Ross St, 5th Floor
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Miranda, Jasmin N

From: Boehringer, Felicia R
Sent: Tuesday, September 12, 2023 12:56 PM
To: Ann Truxaw Ramirez; Susan B. Parks; Elizabeth Duong; Belisa Davis
Cc: Jones, Sarah L; Miranda, Jasmin N
Subject: FY2023 CoC Program NOFO Priority Listing - Orange County United Way

Hello Orange County's United Way (dba Orange County United Way),

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing into Tier 1.

- HMIS Consolidated Community Support NOFO 2023

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.

Best regards,



Felicia Boehringer, MSW

Continuum of Care Administrator | *She/Her/Hers*
County Executive Office | Office of Care Coordination
601 N. Ross St, 5th Floor
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Miranda, Jasmin N

From: Miranda, Jasmin N
Sent: Tuesday, September 12, 2023 12:59 PM
To: David Gillanders; slanglois@pohoc.org; Mychael Blinde
Cc: Boehringer, Felicia R; Jones, Sarah L
Subject: FY 2023 CoC Program NOFO Priority Listing - Pathways of Hope

Hello Pathways of Hope,

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following project be accepted and ranked on the FY2023 CoC NOFO Program Priority Listing into Tier 1. This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

- PSH for Families

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- PSH for Individuals
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Thank you, on behalf of the Orange County CoC, for the work your agency is doing in our community. We look forward to opportunities for further partnership in the future.

Please reply to this email to confirm receipt.



Jasmin Miranda

Continuum of Care Staff Specialist

Pronouns: she/her/ella

County Executive Office | Office of Care Coordination

601 N. Ross St, 5th floor, Santa Ana, CA 92701

Office: (714) 834-3163

Miranda, Jasmin N

From: Boehringer, Felicia R
Sent: Tuesday, September 12, 2023 12:57 PM
To: Maria Mazzenga; Stephanie Smolkin
Cc: Jones, Sarah L; Miranda, Jasmin N
Subject: FY2023 CoC Program NOFO Priority Listing - SPIN

Hello Serving People In Need (SPIN),

On behalf of the Orange County Continuum of Care (CoC), we want to thank you for the work that your agency does in our community. We greatly appreciate your continued commitment to ending homelessness for the most vulnerable in Orange County.

The CoC Notice of Funding Opportunity (NOFO) Ad Hoc Committee, consisting of non-conflicted CoC stakeholders, recommended that the following projects be accepted and ranked on the FY2023 CoC Program NOFO Priority Listing into Tier 1.

- CoC Rapid Re-Housing 2023

This recommendation was approved by the CoC Board on Monday, September 11, 2023. We will follow-up with feedback and recommendations for strengthening your application before it is finalized.

Please reply to this email to confirm receipt.

Best regards,



Felicia Boehringer, MSW
Continuum of Care Administrator | *She/Her/Hers*
County Executive Office | Office of Care Coordination
601 N. Ross St, 5th Floor
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Miranda, Jasmin N

From: County of Orange, California <oc_info@ocgov.info>
Sent: Tuesday, September 12, 2023 12:11 PM
To: Murillo, Chelsea V; Miranda, Jasmin N; Hogan, Xuan; Hong, Andrew E; Betances, Karen; Jones, Sarah L; Chou, Grace; natalie.dempster@ocgov.com; jalvarado@ochca.com; lisa.row@ocgov.com; scourt@ochca.com; Davis, Julia; Vargas, Mayra; Palafox, Rocio; Becht, Douglas J; Nguyen, Julie; jocelyn.gaspar@ocgov.com; Alford, Lisa L; Boehringer, Felicia R; Lundy, Zulima P; Ricketts, Rebecca J; Fonseca, Damian C; Nguyen, Julie; Sanchez, Amanda
Subject: Courtesy Copy: FY2023 Orange County Continuum of Care NOFO Update: Project Priority Listing

This is a courtesy copy of an email bulletin sent by Jasmin Miranda.

This bulletin was sent to the following groups of people:

Subscribers of CoC Board Members or Homeless Services – Continuum of Care (1237 recipients)



Office of
CARE COORDINATION
County Executive Office

FY2023 Orange County Continuum of Care NOFO Update: Project Priority Listing

The U.S. Department of Housing and Urban Development (HUD) announced the release of the Fiscal Year (FY) 2023 Continuum of Care (CoC) Program Competition Notice of Funding Opportunity (NOFO) on July 5, 2023. Applications from each CoC are due by Thursday, September 28, 2023. The Office of Care Coordination, as the Collaborative Applicant for the Orange County CoC, plans to submit the Orange County CoC Consolidated Application on Tuesday, September 26, 2023.

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For additional information on the Orange County CoC NOFO application process, please visit the [FY 2023 CoC Program NOFO webpage](#).

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1E-5b. Local Competition Selection Results

**Orange County Continuum of Care
FY2023 Continuum of Care Program Notice of Funding Opportunity Priority Listing**

Total Annual Renewal Amount (ARA): \$30,555,374
Tier 1 (93% of ARA): \$28,416,498
Tier 2 (7% of ARA + CoC Bonus + DV Bonus): \$6,353,813

CoC Bonus: \$2,138,876
Domestic Violence (DV) Bonus: \$2,076,061
CoC Planning: \$1,500,000

Project Ranking (If Accepted)	Applicant Name	Project Name	Accepted or Rejected	Requested Funding Amount	Reallocated Funds	Score
1	Pathways of Hope	PSH for Families	Accepted	\$346,067	\$0	94.9%
2	Anaheim Supportive Housing, Inc.	Tyrol Plaza Senior Apartments	Accepted	\$231,212	\$0	94.8%
3	Mercy House Living Centers	OC PSH Collaboration Project II - Expansion	Accepted	\$2,298,858	\$0	94.6%
4	Orange County Housing Authority	#1 Consolidated Continuum of Care TRA 2023 Renewal Project	Accepted	\$4,472,267	\$0	94.6%
5	Serving People in Need	CoC Rapid Re-Housing 2023	Accepted	\$629,234	\$0	93.9%
6	Orange County Housing Authority	Jackson Aisle Continuum of Care TRA 2023 Renewal Project	Accepted	\$389,050	\$0	93.5%
7	Interval House	Rapid Rehousing Program	Accepted	\$234,783	\$0	93.3%
8	Interval House	Domestic Violence Transitional Housing- Rapid Rehousing Program	Accepted	\$946,775	\$0	93.1%
9	Friendship Shelter, Inc.	Friendship Shelter Rapid Re-Housing	Accepted	\$362,421	\$0	93.1%
10	Friendship Shelter, Inc.	Henderson House Permanent Supportive Housing	Accepted	\$632,877	\$0	93.0%
11	Illumination Foundation	Stanton Multi-Service Center	Accepted	\$472,533	\$0	90.4%
12	Orange County Housing Authority	#3 Consolidated Continuum of Care TRA 2023 Renewal Project	Accepted	\$2,957,977	\$0	88.2%
13	Illumination Foundation	Street2Home OC Expansion	Accepted	\$1,956,881	\$0	88.0%
14	Mercy House Living Centers	OC PSH Collaboration Project	Accepted	\$3,641,354	\$0	87.8%
15	Orange County Housing Authority	#2 Consolidated Continuum of Care TRA 2023 Renewal Project	Accepted	\$1,938,248	\$0	85.8%
16	Orange County Housing Authority	#4 Consolidated Continuum of Care TRA 2023 Renewal Project	Accepted	\$2,304,462	\$0	85.4%
17	Mercy House Living Centers	Aqua PSH	Accepted	\$295,784	\$0	82.6%
18	Mercy House Living Centers	Mills End and PSH Leasing Consolidation	Accepted	\$574,790	\$0	81.4%
19	American Family Housing	Permanent Housing 2 FY2023	Accepted	\$593,107	\$0	81.2%
20	Mercy House Living Centers	Mercy House - CoC Leasing - Renewal	Accepted	\$539,006	\$0	77.4%
21	American Family Housing	Permanent Housing Collaborative FY2023	Accepted	\$384,629	\$0	75.8%
22	County of Orange	Coordinated Entry System SSO Grant 2023	Accepted	\$1,481,239	\$0	
23	Orange County's United Way (Orange County United Way)	HMIS Consolidated Community Support NOFO 2023	Accepted	\$650,575	\$0	
24	Human Options	DV Bonus Project	Accepted	\$1,641,376	\$0	69.6%
25	Families Forward	Rapid Rehousing for Families (Reallocation)	Accepted	\$579,869	\$0	88.6%
26	Interval House	Domestic Violence Transitional Housing- Rapid Rehousing Program (DV Bonus)	Accepted	\$2,076,061	\$0	98.2%
27	Friendship Shelter, Inc.	Henderson House Permanent Supportive Housing Expansion (CoC Bonus)	Accepted	\$2,138,876	\$0	87.1%
	Human Options	Domestic Violence Housing First Collaborative Project	Rejected	\$1,796,613	\$0	88.2%
	People Assisting the Homeless (PATH)	Rapid Re-housing	Rejected	\$2,127,857	\$0	74.6%
	Pathways of Hope	PSH for Families Expansion	Rejected	\$551,294	\$0	73.9%

**Orange County Continuum of Care
FY2023 Continuum of Care Program Notice of Funding Opportunity Priority Listing**

	Pathways of Hope	PSH for Individuals	Rejected	\$1,574,162	\$0	72.5%
	Illumination Foundation	Richard Lehn Intergenerational Campus	Rejected	\$521,408	\$0	62.8%
	Families Forward	Families Forward Rapid Re-Housing	Reallocated	\$579,869	(\$579,869)	

1E-5c. Web Posting of CoC-Approved Consolidated Application

FY 20223 Program Priority Listing (Posted on September 12, 2023)

On September 11, 2023, the CoC Board approved the CoC Project Ranking and Tiering policy as recommended by the CoC NOFO Ad Hoc and the FY2023 CoC Program Priority Listing. The FY 2023 Program Priority Listing can be viewed below.

- [FY 2023 Orange County Continuum of Care Program Priority Listing](#)

Consolidated Application and Project Priority Listing (Posted on September 26, 2023)

The County of Orange as the Collaborative Applicant has finalized the Orange County CoC Consolidated Application and Project Priority Listing E-snaps Document for review.

- [FY 2023 Orange County CoC Consolidated Application](#)
- [FY 2023 Orange County CoC Project Priority Listing: E-Snaps Document](#)

Timeline*

DATE	ACTIVITY
January 3, 2023	CoC program Registration Notice posted
January 10, 2023	CoC Program Registration Forms Available in e-snaps
March 2, 2023	CoC Program Registration Deadline
March 22, 2023	CoC Board Meeting: CoC NOFO Ad Hoc Approved
April 27, 2023	Intent to Renew survey released to CoC-Funded Agencies
May 11, 2023	Intent to Renew survey due to the Office of Care Coordination
June 13, 2023	Grant Inventory Worksheet (GIW) released by HUD



1E-5d. Notification of CoC-Approved Consolidated Application

Miranda, Jasmin N

From: County of Orange, California <oc_info@ocgov.info>
Sent: Tuesday, September 26, 2023 10:01 AM
To: Boehringer, Felicia R; Hogan, Xuan; Hong, Andrew E; Sanchez, Amanda; Alford, Lisa L; Betances, Karen; Vargas, Mayra; Jones, Sarah L; Chou, Grace; jalvarado@ochca.com; natalie.dempster@ocgov.com; Murillo, Chelsea V; lisa.row@ocgov.com; scourt@ochca.com; Davis, Julia; Palafox, Rocio; Becht, Douglas J; Nguyen, Julie; Carr, Kristal; jocelyn.gaspar@ocgov.com; Lundy, Zulima P; Ricketts, Rebecca J; damian.fonseca@ocgov.com; Nguyen, Julie; Miranda, Jasmin N
Subject: Courtesy Copy: FY2023 Orange County Continuum of Care (CoC) Notice of Funding Opportunity (NOFO) Consolidated Application and Final Project Priority Listing

This is a courtesy copy of an email bulletin sent by Jasmin Miranda.

This bulletin was sent to the following groups of people:

Subscribers of CoC Board Members or Homeless Services – Continuum of Care (1240 recipients)



Office of
CARE COORDINATION
County Executive Office

FY2023 Orange County Continuum of Care (CoC) Notice of Funding Opportunity (NOFO) Consolidated Application and Final Project Priority Listing

The final versions of [Fiscal Year \(FY\) 2023 Orange County Continuum of Care \(CoC\) Consolidated Application](#) and [Project Priority Listing](#) have been posted on the FY2023 CoC Program NOFO webpage for review.

If you have any additional questions or comments in regards to the FY2023 Orange County CoC Consolidated Application or Project Priority Listing, please contact the Office of Care Coordination at CareCoordination@ocgov.com by Wednesday, September 27, 2023 at 9:00 a.m.

For additional information on the Orange County CoC NOFO application process, please visit the [FY 2023 CoC Program NOFO webpage](#).

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2A-6. HUD's Homeless Data Exchange (HDX) Competition Report

2023 HDX Competition Report
PIT Count Data for CA-602 - Santa Ana, Anaheim/Orange County CoC

Total Population PIT Count Data

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count	6978	6402	5718	6050
Emergency Shelter Total	2,202	1,873	2,102	2439
Safe Haven Total	0	0	0	0
Transitional Housing Total	815	568	559	554
Total Sheltered Count	3017	2441	2661	2993
Total Unsheltered Count	3961	3961	3057	3057

Chronically Homeless PIT Counts

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of Chronically Homeless Persons	2810	2417	2463	2527
Sheltered Count of Chronically Homeless Persons	853	460	791	855
Unsheltered Count of Chronically Homeless Persons	1,957	1,957	1,672	1672

2023 HDX Competition Report
PIT Count Data for CA-602 - Santa Ana, Anaheim/Orange County CoC

Homeless Households with Children PIT Counts

	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of the Number of Homeless Households with Children	442	425	389	388
Sheltered Count of Homeless Households with Children	332	315	295	294
Unsheltered Count of Homeless Households with Children	110	110	94	94

Homeless Veteran PIT Counts

	2011 PIT	2020 PIT	2021 PIT *	2022 PIT	2023 PIT
Total Sheltered and Unsheltered Count of the Number of Homeless Veterans	856	342	374	280	238
Sheltered Count of Homeless Veterans	96	130	162	135	93
Unsheltered Count of Homeless Veterans	760	212	212	145	145

*For CoCs that did not conduct an unsheltered count in 2021, 2020 data were used.

2023 HDX Competition Report

HIC Data for CA-602 - Santa Ana, Anaheim/Orange County CoC

HMIS Bed Coverage Rates

Project Type	Total Year-Round, Current Beds	Total Current, Year-Round, HMIS Beds	Total Year-Round, Current, Non-VSP Beds*	HMIS Bed Coverage Rate for Year-Round Beds	Total Year-Round, Current VSP Beds in an HMIS Comparable Database	Total Year-Round, Current, VSP Beds**	HMIS Comparable Bed Coverage Rate for VSP Beds	Total Current, Year-Round, HMIS Beds and VSP Beds in an HMIS Comparable Database	HMIS and Comparable Database Coverage Rate
ES Beds	2,814	2,494	2,634	94.68%	70	180	38.89%	2,564	91.12%
SH Beds	0	0	0	NA	0	0	NA	0	NA
TH Beds	844	383	756	50.66%	14	88	15.91%	397	47.04%
RRH Beds	1,304	1,103	1,103	100.00%	102	201	50.75%	1,205	92.41%
PSH Beds	2,917	2,860	2,860	100.00%	0	57	0.00%	2,860	98.05%
OPH Beds	2,122	2,120	2,120	100.00%	2	0	NA	2,122	100.00%
Total Beds	10,001	8,960	9,473	94.58%	188	526	35.74%	9,148	91.47%

2023 HDX Competition Report

HIC Data for CA-602 - Santa Ana, Anaheim/Orange County CoC

2023 HDX Competition Report

HIC Data for CA-602 - Santa Ana, Anaheim/Orange County CoC

Notes

*For OPH Beds, this does NOT include any beds that are Current, Non-VSP, Non-HMIS, and EHV-funded.

**For OPH Beds, this does NOT include any beds that are Current, VSP, Non-HMIS, and EHV-funded.

In the HIC, "Year-Round Beds" is the sum of "Beds HH w/o Children", "Beds HH w/ Children", and "Beds HH w/ only Children". This does not include Overflow ("O/V Beds") or Seasonal Beds ("Total Seasonal Beds").

In the HIC, Current beds are beds with an "Inventory Type" of "C" and not beds that are Under Development ("Inventory Type" of "U").

PSH Beds Dedicated to Persons Experiencing Chronic Homelessness

Chronically Homeless Bed Counts	2020 HIC	2021 HIC	2022 HIC	2023 HIC
Number of CoC Program and non-CoC Program funded PSH beds dedicated for use by chronically homeless persons identified on the HIC	678	688	659	718

Rapid Rehousing (RRH) Units Dedicated to Persons in Household with Children

Households with Children	2020 HIC	2021 HIC	2022 HIC	2023 HIC
RRH units available to serve families on the HIC	193	166	222	257

Rapid Rehousing Beds Dedicated to All Persons

All Household Types	2020 HIC	2021 HIC	2022 HIC	2023 HIC
RRH beds available to serve all populations on the HIC	663	820	1097	1304

2023 HDX Competition Report

HIC Data for CA-602 - Santa Ana, Anaheim/Orange County CoC

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Summary Report for CA-602 - Santa Ana, Anaheim/Orange County CoC

Measure 1: Length of Time Persons Remain Homeless

This measures the number of clients active in the report date range across ES, SH (Metric 1.1) and then ES, SH and TH (Metric 1.2) along with their average and median length of time homeless. This includes time homeless during the report date range as well as prior to the report start date, going back no further than October, 1, 2012.

Metric 1.1: Change in the average and median length of time persons are homeless in ES and SH projects.
Metric 1.2: Change in the average and median length of time persons are homeless in ES, SH, and TH projects.

a. This measure is of the client's entry, exit, and bed night dates strictly as entered in the HMIS system.

	Universe (Persons)		Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Submitted FY 2021	FY 2022	Submitted FY 2021	FY 2022	Difference	Submitted FY 2021	FY 2022	Difference
1.1 Persons in ES and SH	6020	6052	161	174	13	91	95	4
1.2 Persons in ES, SH, and TH	6756	6694	178	184	6	102	103	1

b. Due to changes in DS Element 3.17, metrics for measure (b) will not be reported in 2016.

This measure includes data from each client's "Length of Time on Street, in an Emergency Shelter, or Safe Haven" (Data Standards element 3.17) response and prepends this answer to the client's entry date effectively extending the client's entry date backward in time. This "adjusted entry date" is then used in the calculations just as if it were the client's actual entry date.

NOTE: Due to the data collection period for this year's submission, the calculations for this metric are based on the data element 3.17 that was active in HMIS from 10/1/2015 to 9/30/2016. This measure and the calculation in the SPM specifications will be updated to reflect data element 3.917 in time for next year's submission.

2023 HDX Competition Report
FY2022 - Performance Measurement Module (Sys PM)

	Universe (Persons)		Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Submitted FY 2021	FY 2022	Submitted FY 2021	FY 2022	Difference	Submitted FY 2021	FY 2022	Difference
1.1 Persons in ES, SH, and PH (prior to "housing move in")	7736	8449	972	1071	99	457	493	36
1.2 Persons in ES, SH, TH, and PH (prior to "housing move in")	8466	9078	944	1041	97	443	481	38

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Measure 2: The Extent to which Persons who Exit Homelessness to Permanent Housing Destinations Return to Homelessness

This measures clients who exited SO, ES, TH, SH or PH to a permanent housing destination in the date range two years prior to the report date range. Of those clients, the measure reports on how many of them returned to homelessness as indicated in the HMIS for up to two years after their initial exit.

	Total # of Persons who Exited to a Permanent Housing Destination (2 Years Prior)	Returns to Homelessness in Less than 6 Months		Returns to Homelessness from 6 to 12 Months		Returns to Homelessness from 13 to 24 Months		Number of Returns in 2 Years	
		FY 2022	% of Returns	FY 2022	% of Returns	FY 2022	% of Returns	FY 2022	% of Returns
Exit was from SO	185	12	6%	7	4%	17	9%	36	19%
Exit was from ES	1483	158	11%	52	4%	99	7%	309	21%
Exit was from TH	462	19	4%	31	7%	12	3%	62	13%
Exit was from SH	0	0		0		0		0	
Exit was from PH	1172	32	3%	40	3%	67	6%	139	12%
TOTAL Returns to Homelessness	3302	221	7%	130	4%	195	6%	546	17%

Measure 3: Number of Homeless Persons

Metric 3.1 – Change in PIT Counts

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

This measures the change in PIT counts of sheltered and unsheltered homeless person as reported on the PIT (not from HMIS).

	January 2021 PIT Count	January 2022 PIT Count	Difference
Universe: Total PIT Count of sheltered and unsheltered persons		5718	
Emergency Shelter Total	1873	2102	229
Safe Haven Total	0	0	0
Transitional Housing Total	568	559	-9
Total Sheltered Count	2441	2661	220
Unsheltered Count		3057	

Metric 3.2 – Change in Annual Counts

This measures the change in annual counts of sheltered homeless persons in HMIS.

	Submitted FY 2021	FY 2022	Difference
Universe: Unduplicated Total sheltered homeless persons	6831	6968	137
Emergency Shelter Total	6097	6316	219
Safe Haven Total	0	0	0
Transitional Housing Total	870	730	-140

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Measure 4: Employment and Income Growth for Homeless Persons in CoC Program-funded Projects

Metric 4.1 – Change in earned income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	1057	1024	-33
Number of adults with increased earned income	72	82	10
Percentage of adults who increased earned income	7%	8%	1%

Metric 4.2 – Change in non-employment cash income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	1057	1024	-33
Number of adults with increased non-employment cash income	606	533	-73
Percentage of adults who increased non-employment cash income	57%	52%	-5%

Metric 4.3 – Change in total income for adult system stayers during the reporting period

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults (system stayers)	1057	1024	-33
Number of adults with increased total income	649	589	-60
Percentage of adults who increased total income	61%	58%	-3%

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Metric 4.4 – Change in earned income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	311	292	-19
Number of adults who exited with increased earned income	52	62	10
Percentage of adults who increased earned income	17%	21%	4%

Metric 4.5 – Change in non-employment cash income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	311	292	-19
Number of adults who exited with increased non-employment cash income	101	108	7
Percentage of adults who increased non-employment cash income	32%	37%	5%

Metric 4.6 – Change in total income for adult system leavers

	Submitted FY 2021	FY 2022	Difference
Universe: Number of adults who exited (system leavers)	311	292	-19
Number of adults who exited with increased total income	140	153	13
Percentage of adults who increased total income	45%	52%	7%

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Measure 5: Number of persons who become homeless for the 1st time

Metric 5.1 – Change in the number of persons entering ES, SH, and TH projects with no prior enrollments in HMIS

	Submitted FY 2021	FY 2022	Difference
Universe: Person with entries into ES, SH or TH during the reporting period.	5577	5494	-83
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	2337	2057	-280
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time)	3240	3437	197

Metric 5.2 – Change in the number of persons entering ES, SH, TH, and PH projects with no prior enrollments in HMIS

	Submitted FY 2021	FY 2022	Difference
Universe: Person with entries into ES, SH, TH or PH during the reporting period.	7858	9240	1382
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	2791	3165	374
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time.)	5067	6075	1008

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

Measure 6: Homeless Prevention and Housing Placement of Persons defined by category 3 of HUD's Homeless Definition in CoC Program-funded Projects

This Measure is not applicable to CoCs in FY2022 (Oct 1, 2021 - Sept 30, 2022) reporting period.

Measure 7: Successful Placement from Street Outreach and Successful Placement in or Retention of Permanent Housing

Metric 7a.1 – Change in exits to permanent housing destinations

	Submitted FY 2021	FY 2022	Difference
Universe: Persons who exit Street Outreach	7288	12203	4915
Of persons above, those who exited to temporary & some institutional destinations	1659	1629	-30
Of the persons above, those who exited to permanent housing destinations	188	340	152
% Successful exits	25%	16%	-9%

Metric 7b.1 – Change in exits to permanent housing destinations

2023 HDX Competition Report

FY2022 - Performance Measurement Module (Sys PM)

	Submitted FY 2021	FY 2022	Difference
Universe: Persons in ES, SH, TH and PH-RRH who exited, plus persons in other PH projects who exited without moving into housing	5171	5802	631
Of the persons above, those who exited to permanent housing destinations	2133	2118	-15
% Successful exits	41%	37%	-4%

Metric 7b.2 – Change in exit to or retention of permanent housing

	Submitted FY 2021	FY 2022	Difference
Universe: Persons in all PH projects except PH-RRH	3083	3944	861
Of persons above, those who remained in applicable PH projects and those who exited to permanent housing destinations	3050	3895	845
% Successful exits/retention	99%	99%	0%

2023 HDX Competition Report

FY2022 - SysPM Data Quality

CA-602 - Santa Ana, Anaheim/Orange County CoC

	All ES, SH			All TH			All PSH, OPH			All RRH			All Street Outreach		
	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022	Submitted FY2020	Submitted FY2021	FY2022
1. Number of non-DV Beds on HIC	1993	2072	2329	909	836	778	2791	2869	4343	529	671	900			
2. Number of HMIS Beds	1768	1943	2201	577	544	390	2791	2869	4343	430	671	894			
3. HMIS Participation Rate from HIC (%)	88.71	93.77	94.50	63.48	65.07	50.13	100.00	100.00	100.00	81.29	100.00	99.33			
4. Unduplicated Persons Served (HMIS)	7793	6118	6316	1147	870	730	2956	3382	4412	2590	3922	5991	5220	8304	14249
5. Total Leavers (HMIS)	5995	4168	4332	764	601	460	308	225	410	1228	1891	3276	4140	7335	12285
6. Destination of Don't Know, Refused, or Missing (HMIS)	2340	1044	1187	76	68	60	8	9	23	42	120	409	2322	3923	5445
7. Destination Error Rate (%)	39.03	25.05	27.40	9.95	11.31	13.04	2.60	4.00	5.61	3.42	6.35	12.48	56.09	53.48	44.32

2023 HDX Competition Report
FY2022 - SysPM Data Quality

2023 HDX Competition Report

Submission and Count Dates for CA-602 - Santa Ana, Anaheim/Orange County CoC

Date of PIT Count

	Date	Received HUD Waiver
Date CoC Conducted 2023 PIT Count	1/23/2023	

Report Submission Date in HDX

	Submitted On	Met Deadline
2023 PIT Count Submittal Date	4/28/2023	Yes
2023 HIC Count Submittal Date	4/28/2023	Yes
2022 System PM Submittal Date	2/14/2023	Yes

3A-1. Housing Leveraging Commitments



This letter is to stand as evidence that Irvine Company and Families Forward have worked together for over 15 years towards the mutual goal of creating a program to re-house families who have the ability and potential to transition into permanent housing as identified by Families Forward by renting Irvine Company units.

Families Forward identifies qualified families for the 'rapid rehousing' program. Completes initial evaluation and on-going tailored case management, offering appropriate resources that enables families to remain stably housed and gain self-sufficiency. Currently, there are up to 12 units that are part of this program and are only available at the following communities: Aliso Town Center, Cedar/Cross Creek, Deerfield, Las Flores, Park West, Rancho Alisal, and Vista Real.

This partnership is subject to mutual approval and may be terminated by either party at any time and at the discretion of either of the partners.

A handwritten signature in black ink, appearing to read "Christie Heppenstall".

Christie Heppenstall
Vice President
Irvine Company Apartment Communities

A handwritten signature in black ink, appearing to read "Nishtha Mohendra".

Nishtha Mohendra
Chief Program Officer
Families Forward

Signature Certificate

Reference number: TF3JN-J6WQV-V5D5S-GYWH2

Signer

Timestamp

Signature

Nishtha Mohendra

Email: nmohendra@families-forward.org

Sent:

22 Sep 2023 20:43:44 UTC

Viewed:

22 Sep 2023 22:43:18 UTC

Signed:

22 Sep 2023 22:43:34 UTC



Recipient Verification:

✓ Email verified

22 Sep 2023 22:43:18 UTC

IP address: 172.58.208.211

Location: Los Angeles, United States

Document completed by all parties on:

22 Sep 2023 22:43:34 UTC

Page 1 of 1



Signed with PandaDoc

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Business Process	Families Forward
Department Owner	Affordable Housing
Version	1.0
Approval Date	YYYY.MM.DD

Families Forward Program

Statement

Irvine Company Apartment Communities maintains an established partnership with Families Forward to support families who are homeless or at risk of homelessness through their Rapid ReHousing Program. On-Site Associates must follow the guidelines to ensure consistency.

Policy

- The Families Forward Housing Program is only available at the following communities: Aliso Town Center, Cedar/Cross Creek, Deerfield, Las Flores, Park West, Rancho Alisal, Vista Real.
 - Maximum of two (2) eligible participants per community.
 - Maximum of fourteen (14) participants in total.
 - Additional participants outside of these established guidelines must be approved by the Vice President and Executive Sponsor.
- Manual applications must be collected for all lease holding Residents and uploaded to Resident’s OneSite file.
- Apartments at the established communities will be available at the predetermined rates below:
 - One Bedroom - \$1,550 (if needed)
 - Two Bedroom - \$1,550
 - Three Bedroom - \$1,900
- Security deposit will be set at \$500 and paid in three (3) monthly payments.
- Families Forward participants are not eligible to transfer On-Site or to another community without prior approval from Families Forward and Community Management.
- Affordable Housing Specialist will be send a copy of all Resident letters and notices to Families Forward.

Procedure Steps

1. **Families Forward Representative will notify the Affordable Housing Specialist of family in need of apartment.**
 - a. Families Forward Representative will contact with Affordable Housing Specialist with the following:
 - Family name and contact information
 - Housing need
 - Time Frame
 - Location at one of the established communities
2. **Affordable Housing Specialist provides Families Forward Case Manager and family contact information to the Community.**
 - a. Affordable Housing Specialist must enter contact information into OneSite.
 - Marketing Source - Families Forward

Business Process	Families Forward
Department Owner	Affordable Housing
Version	1.0
Approval Date	YYYY.MM.DD

Families Forward Program

- 3. Collect hold deposit and manual Applications for all Lease holding Residents.**
 - a. Applicants must be screen using “Families Forward” Screening model.
 - The Families Forward screening model will not impact his or her credit.
 - Application fees should not be charged.
 - b. Upload all completed Applications to the Resident’s OneSite file.
- 4. Notify Families Forward Case Manager of approved Application and complete and upload the Payment Schedule, Communication Disclosure, and Key Exchange document.**
 - a. The Payment Schedule, Communication Disclosure and Key Exchange document will be provided by Families Forward upon Applicant approval.
 - b. The Payment Schedule outlines the respective portions of ICAC, the Resident(s), and Families Forward.
 - c. Upload all documents to the Resident’s OneSite file.
- 5. Submit a CRC-Systems Support ticket prior to move in to add the appropriate Concession to the Resident scheduled billing.**
 - a. Ensure all tickets are placed prior to move in and include the Payment Schedule and Director Approval.
 - The concessions will be applied to scheduled billing as outlined in the initial Payment Schedule Document utilizing the code “O-CONC-XXXX”.
- 6. Activate Special Families Forward Custom Field to ensure appropriate tracking.**
- 7. Send signed Lease Agreement to Families Forward after the Resident has received keys.**
 - a. Families Forward submits a check payment to the address listed on the W-9 on the third (3rd) week of the month for the next month’s rent payment.
- 8. Send all Resident letters and notices to Affordable Housing Specialist.**

Renewal

- Resident will be kept at the same rate for one year after initial lease expiration and rent subsidy has ended.
- After year 2, Family will be increased to market gradually.
 - Increase to be reviewed and identified by Revenue and Community Management

Move Out

- At time of FAS, all standard turnover charges will be waived.
- A Payment Plan will be established by Financial Services for any additional turnover charges.

References

- SOP Documents



Business Process	Families Forward
Department Owner	Affordable Housing
Version	1.0
Approval Date	YYYY.MM.DD

Families Forward Program

- [Application and Screening Policy](#)
- [Former Resident- Final Account Statement](#)

MEMO OF UNDERSTANDING
Families Forward and AvalonBay Communities, 2022

This Memorandum of Understanding stands as evidence that **AvalonBay Communities** and **Families Forward** intend to work together toward the mutual goal of creating a program to *house families who have the ability and potential to transition into permanent housing as identified by Families Forward by renting AvalonBay Communities units.*

DESCRIPTION OF SERVICES:

***Families Forward* agrees to:**

- Identify qualified families for an “in-kind” rental assistance program at local Orange County AvalonBay communities.
- Provide initial evaluation and ongoing tailored case management of the family; to guide them to the appropriate resources and services necessary to enable them to regain and maintain self-sufficiency as defined by being able to pay the total market rent of the apartment without any subsidy.
- Perform a walk-through of the apartment on a scheduled basis during the time the family is in the program.
- Work with ***AvalonBay Communities*** to ensure a smooth transition into the apartment unit.
- Promptly notify the property manager when a family graduates or is removed from the program.
- Sign and have each participating client sign a lease addendum acknowledging special parameters of AvalonBay and Families Forward “in-kind” rental assistance program.

***AvalonBay Communities* agrees to:**

- Enter into a 13 month lease with the qualified family that Families Forward has identified.
- Waive the background screening process and associated fee.
- All apartments in the program will be leased at a maximum effective rate of \$1,500, with any decrease off market rent identified as a concession and accounted for as “in-kind” rental assistance at AvalonBay. The total amount of all concessions through the program will not exceed \$30,000 for the annual period
- Allow for the rental deposit to be deferred; allow it to be paid over time as agreed upon by property manager and Families Forward.

MEMO OF UNDERSTANDING
Families Forward and AvalonBay Communities, 2022

- Provide the normal and customary services of property management.
- Accept rental subsidies from Families Forward per pre-agreement subject to the family's participation in good standing with the program.
- Take such actions as are reasonable to terminate lease agreements for violation of lease terms, provided it shall promptly notify Families Forward of any concerns pertaining to the family's success in the program.

The agreement will be reviewed annually and subject to mutual approval of both AvalonBay Communities, Inc. and Families Forward.

Madelynn Hirneise



Madelynn Hirneise
CEO, Families Forward

Danyell Alders

Danyell Alders
Vice President AvalonBay Communities

Signature Certificate

Reference number: JQ7HP-UT2KG-3YAHO-X3JSN

Signer	Timestamp	Signature
Madelynn Hirneise Email: mhirneise@families-forward.org Sent: 18 Oct 2022 21:47:52 UTC Viewed: 18 Oct 2022 22:28:53 UTC Signed: 18 Oct 2022 22:29:00 UTC		
Recipient Verification: ✓Email verified	18 Oct 2022 22:28:53 UTC	IP address: 174.195.202.36 Location: Riverside, United States
Danyell Alders Email: danyell_alders@avalonbay.com Sent: 18 Oct 2022 21:47:52 UTC Viewed: 18 Oct 2022 22:29:46 UTC Signed: 20 Oct 2022 18:36:32 UTC		
Recipient Verification: ✓Email verified	18 Oct 2022 22:29:46 UTC	IP address: 104.33.19.72 Location: Anaheim, United States

Document completed by all parties on:
20 Oct 2022 18:36:32 UTC

Page 1 of 1



Signed with PandaDoc

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Members:

August 21, 2023

American Family Housing

County Executive Office

Casa Teresa

Attention: Felicia Boehringer

City of Huntington Beach

405 W. 5th Street, Room 658 Santa Ana, CA 92701

City Net

RE: NOFO RFP for Reallocation Rapid Rehousing for Families

Colette's Children's Home

Dear Ms. Boehringer,

Families Forward

On behalf of the 24 member organizations of the Family Solutions Collaborative (FSC), I am pleased to support Families Forward's application to provide Rapid Rehousing for families with severe needs and underserved communities . FSC serves as the family homeless response system in Orange County, managing the Family Coordinated Entry System, 13 family Access Points, Family Emergency Shelter Network and other system level, best-practices which support our members and families experiencing a housing crisis throughout Orange County. Families Forward is an FSC member in good standing, and as a founding member, helps lead the way in Orange County for helping to address family homelessness.

Family Assistance Ministries (FAM)

Family Promise of Orange County

Habitat for Humanity of Orange County

Homeless Intervention Services, OC (HIS OC)

HomeAid Orange County

Families Forward is a critical safety net organization with two Access Points – one in Irvine and one in Santa Ana— serving as entry points to the Orange County Family Coordinated Entry System.

Human Options

Families Forward has been supporting local families for almost 40 years and is uniquely qualified in addressing the specific needs of families at risk for or experiencing homelessness.

Illumination Foundation

Interval House

Families Forward has been providing Rapid Rehousing services to high barrier families since 2008. These barriers tend to include things like larger family size, repeated entry into the Coordinated Entry System or a criminal history, complex disability and from undeserved communities. Families Forward offers each family an array of supportive services that include mental health counseling, career coaching, housing navigation, case management, weekly food pantry access, referrals to childcare, transportation, healthcare, and more.

Laura's House

Mercy House

Orange County Rescue Mission

Pathways of Hope

Project Hope Alliance

Families Forward's history of service and demonstrated ability to meet and exceed contract performance measures and fiscal accountability make them an ideal organization to provide Rapid Rehousing services on behalf of the County of Orange. If awarded, this contract would benefit the entire collaborative and enhance the system of care for families experiencing homelessness. On behalf of the Families Solutions Collaborative, I wholeheartedly support the Families Forward application to provide Rapid Rehousing services for families.

The Salvation Army of Orange County

Serving People in Need (SPIN)

South County Outreach

StandUp for Kids

For the Families,

Women's Transitional Living Center, Inc. (WTLC)

Carrie Buck, Executive Director

Carrie Buck
Executive Director

The Family Solutions Collaborative is a coalition of 24 of the leading Orange County family service organizations working to prevent, divert and house homeless families in a prompt, coordinated and equitable effort.

MEMO OF UNDERSTANDING
Families Forward and Shea Properties, 2015

This Memorandum of Understanding stands as evidence that **Shea Properties** and **Families Forward** intend to work together toward the mutual goal of creating a program to *re-house families who have the ability and potential to transition into permanent housing as identified by Families Forward by renting Shea Properties units.*

DESCRIPTION OF SERVICES:

Families Forward agrees to:

- Identify qualified families for the “Rapid Re-Housing” program.
- Provide initial evaluation and ongoing tailored case management of the family; to guide them to the appropriate resources and services necessary to enable them to regain and maintain self-sufficiency as defined by being able to pay the total market rent of the apartment without any subsidy.
- Perform a walk-through of the apartment on a scheduled basis during the time the family is in the program.
- Work with **Shea Properties** to ensure a smooth transition into the apartment unit.
- Promptly notify the property manager when a family graduates or is removed from the program.

Shea Properties agrees to:

- Enter into a 12 month lease with the qualified family that Families Forward has identified.
- Waive the credit screening criteria.
- Make available a maximum of four units at the following communities, subject to change per

Shea Properties discretion:

- ❖ Seaside at Laguna Heights – Laguna Niguel
- ❖ Seabrook at Bear Brand – Dana Point
- ❖ City Lights at Town Center – Aliso Viejo
- ❖ Corte Bella – Fountain Valley
- ❖ Crystal Springs – Fountain Valley
- ❖ Woodbridge - Irvine
- Provide a \$500 recurring concession for the first six (6) months of the initial lease term, followed by a \$250 recurring concession for the last six months of the initial lease term.
- Allow for a \$200 holding deposit.
- Provide the normal and customary services of property management.

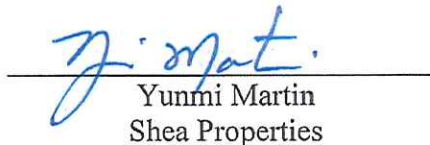
MEMO OF UNDERSTANDING
Families Forward and Shea Properties, 2015

- Accept rental subsidies from Families Forward per pre-agreement subject to the family's participation in good standing with the program.
- Promptly notify Families Forward of any concerns pertaining to the family's success in the program.

The agreement will be reviewed annually and subject to mutual approval of both **Shea Properties** and **Families Forward**. This partnership may be terminated by either party at any time, however such termination will not affect the tenancy or status of any actively enrolled families.



Margie Wakeham
Executive Director, Families Forward



Yunmi Martin
Shea Properties

MEMO OF UNDERSTANDING
Families Forward and Western National Securities, 2014

This Memorandum of Understanding stands as evidence that **Western National Securities dba Western National Property Management (“WNPM”)** and **Families Forward** intend to work together toward the mutual goal of creating a program to *re-house families who have the ability and potential to transition into permanent housing as identified by Families Forward by renting units managed by WNPM.*

DESCRIPTION OF SERVICES:

Families Forward agrees to:

- Identify qualified families for the “Rapid Re-Housing” program.
- Provide initial evaluation and ongoing tailored case management of the family; to guide them to the appropriate resources and services necessary to enable them to regain and maintain self-sufficiency as defined by being able to pay the total market rent of the apartment without any subsidy.
- Perform a walk-through of the apartment on a scheduled basis during the time the family is in the program.
- Work with *WNPM* to ensure a smooth transition into the apartment unit.
- Promptly notify the property manager when a family graduates or is removed from the program.

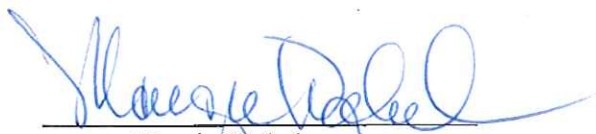
WNPM agrees to:

- Enter into a 12 month lease with the qualified family that Families Forward has identified.
- Waive the background screening process
- Make available a maximum of one unit at the following communities, subject to change per *WNPM*’s discretion:
 - ❖ Westridge- Lake Forest
 - ❖ Villa La Paz- Rancho Santa Margarita
 - ❖ Tamarack Woods- Brea
 - ❖ Barcelona, Palm Lane, Seville- Anaheim
 - ❖ Del Amo- Anaheim
 - ❖ Huntington Highlander- Huntington Beach

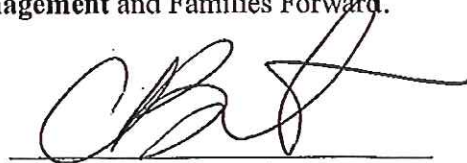
MEMO OF UNDERSTANDING
Families Forward and Western National Securities, 2014

- Provide a \$300 recurring concession of up to six (6) months.
- Decrease and/or defer the rental deposit; allow it to be paid over time as agreed upon by property manager and Families Forward.
- Provide the normal and customary services of property management.
- Accept rental subsidies from Families Forward per pre-agreement subject to the family's participation in good standing with the program.
- Promptly notify Families Forward of any concerns pertaining to the family's success in the program.

The agreement will be reviewed annually and subject to mutual approval of both **Western National Securities dba Western National Property Management** and Families Forward.



Margie Wakeham
Executive Director, Families Forward



Cyndy Breit
Western National Securities

WNG Charity
Families Forward Rapid Rehousing Program

Families Forward and Western National Property Management intend to work together toward the mutual goal of creating a program to rehouse families who have the ability and potential to transition into permanent housing. This program provides the following to financially insecure families who qualify through the Families Forward program:

Families Forward agrees to:

- Identify qualified families for the “Rapid Rehousing” program.
- Provide initial evaluation and ongoing tailored case management of the family; to guide them to the appropriate resources and services necessary to enable them to regain and maintain self-sufficiency as defined by being able to pay the total market rent of the apartment without any subsidy.
- Perform a walk-through of the apartment on a scheduled basis during the time the family is in the program.
- Promptly notify the property manager when a family graduates or is removed from the program.

Western National Property Management agrees to:

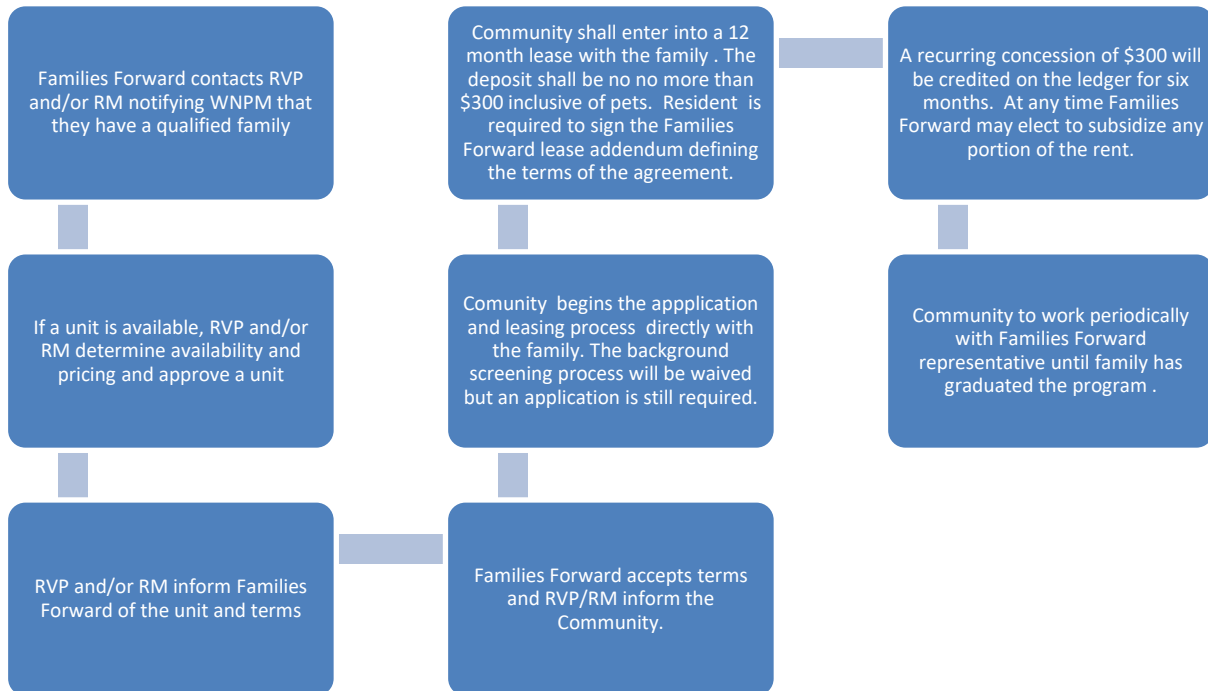
- Enter into a 12 month lease with the qualified family that Families Forward has identified.
- Waive the background screening process
- Make available a maximum of **one unit** at the following communities, subject to change at

WNPM’s discretion:

- ❖ Westridge- Lake Forest
 - ❖ Villa La Paz- Rancho Santa Margarita
 - ❖ Tamarack Woods- Brea
 - ❖ Palm Lane, Barcelona, Seville- Anaheim
 - ❖ Del Amo- Anaheim
 - ❖ Huntington Highlander- Huntington Beach
-
- Provide a \$300 recurring concession of up to six (6) months.
 - Decrease the rental deposit to no more than \$300 inclusive of pets.
 - Provide the normal and customary services of property management.

- Accept rental subsidies from Families Forward per pre-agreement subject to the family's participation in good standing with the program. Promptly notify Families Forward of any concerns pertaining to the family's success in the program.

Families Forward Rapid Rehousing Program Workflow



3A-2. Healthcare Formal Agreements

Friendship Shelter, Inc.



August 23, 2023

SUBJECT: FY2023 RFP for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects -- Henderson House Permanent Supportive Housing Expansion

To whom it may concern: As part of our commitment to providing supportive services to participants served under this contract, we intend to refer all eligible project participants into CalOptima's CalAIM program. The current contract term is 7/1/2022 - 7/30/2027 and is eligible for 5 additional automatic 1-year renewals. The health care resources available through CalAIM (known as "community supports") provide direct reimbursement to us for services provided as a per diem or per month rate, per participant:

Day Habilitation: \$67.30 per day, 2 days per month

Housing Tenancy and Sustaining Services: \$475 per month

Under these community supports, participants are eligible to receive: case management and connection to community resources, life skills training, benefits and income assistance, and landlord/property owner mediation.

For budgeting purposes, cash match and leverage through CalAIM is expected to coincide with the PSH Expansion enrollment for 82% of participants totaling \$220,394. Should CalAIM reimbursements not meet the required minimum 25% match of requested funds (excluding leasing), Friendship Shelter will supplement CalAIM funds with additional cash (up to the required 25% minimum) from private grants and donations, which typically exceed \$1M annually.

Sincerely,

Dawn Price
Executive Director
Friendship Shelter, Inc.



HOUSING FOR HEALTH OC

September 15, 2023

To Whom It May Concern,

I am writing to confirm that Friendship Shelter is a member of the Housing For Health Orange County, Inc. collaborative, a contracted provider for CalOptima. As a member, Friendship Shelter provides CalAIM services including Housing Deposits, Housing Navigation, Housing Tenancy & Sustainability, and Day Habilitation.

I confirm that up to \$220,394 of CalOptima CalAIM reimbursement funds shall be committed and leveraged in support of Friendship Shelter's proposed Henderson House Permanent Supportive Housing Expansion Project between the proposed dates of 12/01/2023 - 11/30/2024.

Attached you will find the service contract. The term of our contract is 5 years (page 23, 7.1) and our scope of work is included as Attachment A (page 30).

If you have any questions please reach out at:
info@housingforhealthoc.org or call us at 949 401 9591.

With Gratitude,

Heather Stratman

Heather Stratman
HHOC Chief Administrative Officer

17701 COWAN STE 200 IRVINE, CA 92614

ANCILLARY SERVICES CONTRACT

This Ancillary Services Contract (the “Contract”) is entered into by and between Orange County Health Authority, a Public Agency, dba CalOptima (“CalOptima”), and **Housing For Health Orange County, Inc.** (“Provider”), with respect to the following:

RECITALS

1. CalOptima was formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896, as amended by Ordinance Nos. 00-8 and 05-008, as a result of the efforts of the Orange County health care community.
2. CalOptima has entered into a contract (“DHCS Contract”) with the State of California (“State”), Department of Health Care Services (“DHCS”), pursuant to which it is obligated to arrange and pay for the provision of health care services to certain Medi-Cal eligible beneficiaries in Orange County (referred to herein as the “Medi-Cal Program”).
3. DHCS is adding Enhanced Care Management (“ECM”) services to the Medi-Cal benefit set, effective January 1, 2022, and transitioning the Whole Person Care (“WPC”) and the Health Homes Program (“HHP”) to ECM.
4. CalOptima has entered into a contract with the U.S. Department of Health and Human Services (“HHS”), Centers for Medicare and Medicaid Services (“CMS”), to operate a Medicare Advantage (“MA”) plan pursuant to Title II of the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (Pub. L. 108-73) (“MMA”), and to offer Medicare-covered items and services to eligible individuals (referred to herein as the “OneCare Program”). CalOptima, as a dual-eligible Special Needs Plan (dual SNP), may only enroll those dual eligible individuals who meet all applicable Medicare Advantage eligibility requirements, and who are eligible to be enrolled in CalOptima’s Medi-Cal Managed Care plan, as described in the contract between CalOptima and DHCS.
5. CalOptima has entered into a participation contract with the State of California, acting by and through DHCS, and HHS, acting by and through CMS, to furnish health care services to Medicare/Medi-Cal enrollees who are enrolled in CalOptima’s Cal MediConnect program.
6. Provider is a provider of the items and services described in this Contract and has all certifications, licenses and permits necessary to furnish such items and services.
7. CalOptima desires to engage Provider to furnish, and Provider desires to furnish, certain items and services to CalOptima Members as described herein. CalOptima and Provider desire to enter into this Contract on the terms and conditions set forth herein below.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

The following definitions, and any additional definitions set forth in Attachments and Schedules attached hereto, apply to the terms set forth in this Contract:

- 1.1. “Cal MediConnect” means a program to furnish health care services to Medicare/Medi-Cal members who are enrolled in CalOptima's Cal MediConnect Program. Cal MediConnect is also referred to as OneCare Connect.
- 1.2. “California Children’s Services (CCS)” means those services authorized by the CCS Services Program for the diagnosis and treatment of the CCS Services Eligible Conditions of a specific Member.
- 1.3. “California Children’s Services (CCS) Eligible Condition(s)”, means a physically handicapping condition, as defined in Title 22 C.C.R. Sections 41515.2 through 41518.9.
- 1.4. “CalOptima Community Network” or “CCN” means CalOptima’s direct health network that serves members who are enrolled in it pursuant to CalOptima Policies. CCN Members are assigned to Primary Care Providers as their medical home, and their care is coordinated through the PCP.
- 1.5. “CalOptima Direct” or “COD” means a program CalOptima administers for CalOptima beneficiaries not enrolled in a Health Network. COD consists of two components:
 - 1.5.1. CalOptima Direct Members who are assigned to CalOptima Community Network (CCN) in accordance with CalOptima Policy. Members are assigned to Primary Care Physicians (PCP) as their medical home, and their care is coordinated through their PCP in CCN.
 - 1.5.2. “CalOptima Direct-Administrative” or “COD-Administrative” provides services to Members who reside outside of CalOptima’s service area, are transitioning into a Health Network, have a Medi-Cal Share of Cost, or are eligible for both Medicare and Medi-Cal. These Members are free to select any registered Practitioner for Physician services.
- 1.6. “CalOptima Policies” means CalOptima policies and procedures relevant to this Contract, as amended from time to time at the sole discretion of CalOptima.
- 1.7. “CalOptima Programs” means the Medi-Cal, OneCare, Program of All-Inclusive Care for the Elderly (PACE) and Cal MediConnect (OneCare Connect) programs administered by CalOptima. Provider participates in the specific CalOptima Program(s) identified on Attachment A.
- 1.8. “CalOptima's Regulators” means those government agencies that regulate and oversee CalOptima's and its first tier downstream and/or related entity’s (“FDR’s”) activities and obligations under this Contract including, without limitation, the Department of Health and Human Services Inspector General, the Centers for Medicare and Medicaid Services, the California Department of Health Care Services, and the California Department of Managed Health Care, the Comptroller General and other government agencies that have authority to set standards and oversee the performance of the parties to this Contract.
- 1.9. “CCS-Paneled Providers(s)” means any of the following providers when used to treat Members for a CCS condition:
 - (a) A medical provider that is paneled by the CCS Program, pursuant to Health and Safety Code, Article 5 (commencing with Section 123800 of Chapter 3 of Part 2 of Division 106).
 - (b) A licensed acute care hospital approved by the CCS Program.

- (c) A special care center approved by the CCS Program.
- 1.10. “CCS Program” means the State of California public health program that assures the delivery of specialized diagnostic, treatment, and therapy services to financially and medically eligible children under the age of 21 years who have CCS Eligible Conditions.
- 1.11. “Claim” means a request for payment submitted by Provider in accordance with this Contract and CalOptima Policies.
- 1.12. “Clean Claim” means a Claim that has no defects or improprieties, contains all required supporting documentation, passes all system edits, and does not require any additional reviews by medical staff to determine appropriateness of services provided as defined in the CalOptima Program(s).
- 1.13. “Community Supports” means “in-lieu of services”, as set forth in 42 CFR § 438.3(e)(2), that are offered in place of services or settings covered under the California Medicaid State Plan (“State Plan”) and are medically appropriate, cost-effective alternatives to the State Plan Covered Services. Community Supports are optional for both CalOptima and the Member, must be approved by the DHCS, and are authorized and identified in CalOptima’s Medi-Cal Contract with DHCS. Effective no sooner than January 1, 2022, CalOptima shall offer the following fourteen (14) selected DHCS-approved Community Supports, as further defined in CalOptima Policy GG.1355: Community Supports: (i) Housing Transition Navigation Services; (ii) Housing Deposits; (iii) Housing Tenancy and Sustaining Services; (iv) Recuperative Care (Medical Respite); (v) Day Habilitation Programs; (vi) Medically Tailored Meals; (vii) Personal Care and Homemaker Services; (viii) Short-Term Post-Hospitalization Housing Services; (ix) Sobering Centers; (x) Respite Services; (xi) Nursing Facility Transition/Diversion to Assisted Living Facilities Services; (xii) Community Transition /Nursing Facility Transition to a Home Services; (xiii) Environmental Accessibility Adaptations; and (xiv) Asthma Remediation Services.
- 1.14. For purposes of this Contract, the Community Supports that Provider shall offer to Members are the DHCS-approved Community Supports described in Attachment A of this Contract.
- 1.15. “Community Supports Provider” means the Provider when providing DHCS-approved Community Supports to Members pursuant to this Contract. Provider shall have the experience and/or training in providing the DHCS-approved Community Supports described in Attachment A of this Contract.
- 1.16. “Community Network” means CalOptima’s direct health network that serves members who are enrolled in it pursuant to CalOptima Policies. Community Network Members are assigned to Primary Care Providers as their medical home, and their care is coordinated through the PCP.
- 1.17. “Compliance Program” means the program (including, without limitation, the compliance manual, code of conduct and CalOptima Policies) developed and adopted by CalOptima to promote, monitor and ensure that CalOptima’s operations and practices and the practices of the members of its Board of Directors, employees, contractors and providers comply with applicable law and ethical standards. The Compliance Program includes CalOptima’s Fraud, Waste and Abuse (“FWA”) plan.
- 1.18. “Coordination of Benefits” or “COB” refers to the determination of order of financial responsibility which applies when two or more health benefit plans provide coverage of items and services for an individual.

- 1.19. “Covered Services” means those services provided under the Fee-for-Service Medi-Cal program, as set forth in Article 4, Chapter 3 (beginning with Section 51301), Subdivision 1, Division 3, Title 22, CCR, and Article 4 (beginning with Section 6840), Subchapter 13, Chapter 4, Division 1 of Title 17, CCR, which (i) are included as Covered Services under the DHCS Contract; and (ii) are Medically Necessary, as described in Attachment A (which may be revised from time to time at the discretion of CalOptima), along with chiropractic services (as defined in Section 51308 of Title 22, CCR), podiatry services (as defined in Section 51310 of Title 22, CCR), speech pathology services and audiology services (as defined in Section 51309 of Title 22, CCR) and effective July 1, 2019, or such later date as the CalOptima Whole Child Model Program becomes effective, Covered Services shall also include CCS Services (as defined in Subdivision 7 of Division 2 of Title 22 of the California Code of Regulations), which shall be covered for Members, notwithstanding whether such benefits are provided under the Fee-for-Service Medi-Cal Program.
- 1.20. “ECM Provider” means CalOptima Direct or Health Network, as applicable, when providing ECM services to their assigned ECM Members under CalOptima’s Medi-Cal Program.
- 1.21. “Effective Date” means the effective date of commencement of the Contract as provided in Article 10.
- 1.22. "Encounter Data" means the record of a Member receiving any items(s) or service(s) provided through Medicaid or Medicare under a prepaid, capitated or any other risk basis payment methodology submitted to CMS. The encounter data record shall incorporate HIPAA security, privacy, and transaction standards and be submitted in ASCX12N 837 or any successor format required by CalOptima's Regulators."
- 1.23. “Enhanced Care Management” or “ECM” means a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, high-touch, and person-centered. ECM is a Medi-Cal benefit.
- 1.24. “Government Agencies” means Federal and State agencies that are parties to the Government Contracts including, HHS/CMS, DHCS, DMHC and their respective agents and contractors, including quality improvement organizations (QIOs).
- 1.25. “Government Contract(s)” means the written contract(s) between CalOptima and the Federal and/or State government pursuant to which CalOptima administers and pays for covered items and services under a CalOptima Program.
- 1.26. “Government Guidance” means Federal and State operational and other instructions related to the coverage, payment and/or administration of CalOptima Program(s).
- 1.27. “Health Network” means a physician group, physician-hospital consortium or health care service plan, such as an HMO, which is contracted with CalOptima to provide items and services to non-COD Members on a capitated basis.
- 1.28. “Licenses” means all licenses and permits that Provider is required to have in order to participate in the CalOptima Programs and/or furnish the items and/or services described under this Contract.

- 1.29. “Medi-Cal” is the name of the Medicaid program for the State of California (*i.e.*, the program authorized by Title XIX of the Federal Social Security Act and the regulations promulgated thereunder).
- 1.30. “Medically Necessary” or “Medical Necessity” means reasonable and necessary services to protect life, to prevent illness or disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness or injury, achieve age appropriate growth and development, and attain, maintain, or regain functional capacity per Title 22, CCR Section 51303 (a) and 42 CFR 438.210 (a)(5). When determining the Medical Necessity for a Medi-Cal beneficiary under the age of 21, "Medical Necessity" is expanded to include the standards set forth in 42 USC Section 1396d(r), and W & I Code Section 14132(v).
- 1.31. “Medicare” means the Federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.
- 1.32. “Medicare Secondary Payer” or “MSP” means the Medicare coordination of benefits requirements as incorporated in MA regulations.
- 1.33. “Member” means any person who has been determined to be eligible to receive benefits from, and is enrolled in, one or more CalOptima Program. Member may also be referred to as Enrollee or Participant depending on the CalOptima Program.
- 1.34. “Memorandum/Memoranda of Understanding” or “MOU” means an agreement(s) between CalOptima and an external agency(ies), which delineates responsibilities for coordinating care to CalOptima Members.
- 1.35. “Participating Provider” means an institutional, professional or other Provider of health care services who has entered into a written agreement with CalOptima to provide Covered Services to Members.
- 1.36. “Participation Status” means whether or not a person or entity is or has been suspended, precluded, or excluded from participation in Federal and/or State health care programs and/or has a felony conviction (if applicable) as specified in CalOptima's Compliance Program and CalOptima Policies.
- 1.37. “Preclusion List” means the CMS-compiled list of providers and prescribers who are precluded from receiving payment for Medicare Advantage (MA) items and services or Part D drugs furnished or prescribed to Medicare beneficiaries.
- 1.38. “Subcontract” means a contract entered into by Provider with a party that agrees to furnish items and/or services to CalOptima Members, or administrative functions or services related to Provider fulfilling its obligation to CalOptima under the terms of this Contract if, and to the extent, permitted under this Contract.
- 1.39. “Subcontractor” means a person or entity who has entered into a Subcontract with Provider for the purposes of filling Provider’s obligations to CalOptima under the terms of this Contract. Subcontractors may also be referred to as Downstream Entities.
- 1.40. “Whole Child Model Program” or “WCM” means CalOptima’s WCM program whereby CCS will be a Medi-Cal managed care plan benefit with the goal being to improve health care coordination for the whole child, rather than handle CCS Eligible Conditions separately.

ARTICLE 2
FUNCTIONS AND DUTIES OF PROVIDER

- 2.1 Provision of Covered Services.
- 2.1.1 Provider shall furnish Covered Services identified in Attachment A to eligible Members in the applicable CalOptima Programs. Provider shall furnish such items and services in a manner satisfactory to CalOptima.
- 2.1.2 Throughout the term of this Contract, and subject to the conditions of the Contract, Provider shall maintain the quantity and quality of its services and personnel in accordance with the requirements of this Contract, to meet Provider's obligation to provide Covered Services hereunder.
- 2.1.3 In accordance with Section 2.22 of this Contract, Provider and its Subcontractors shall furnish Covered Services to Members under this Contract in the same manner as those services are provided to other patients.
- 2.2 Licensure. Provider represents and warrants that it has, and shall maintain during the term of this Contract, valid and active Licenses applicable to the Covered Services and for the State in which the Covered Services are rendered.
- 2.3 Regulatory Approvals. Provider represents and warrants that it has, and shall maintain during the term of this Contract, applicable Medi-Cal and Medicare provider and/or supplier numbers.
- 2.4 Good Standing. Provider represents it is in good standing with State licensing boards applicable to its business, DHCS, CMS and the DHHS Officer of Inspector General ("OIG"). Provider agrees to furnish CalOptima with any and all correspondence with, and notices from, these agencies of investigations and/or the issuance of criminal, civil and/or administrative sanctions (threatened or imposed) related to licensure, fraud and or abuse (execution of grand jury subpoena, search and seizure warrants, etc.), and/or participation status.
- 2.5 Geographic Coverage Area. Provider shall serve Members in all areas of Orange County, California.
- 2.6 Eligibility Verification. Provider shall verify a Member's eligibility for the applicable CalOptima Program benefits upon receiving request for Covered Services. For Members in the Medi-Cal Program with share of cost (SOC) obligations, Provider shall collect SOC in accordance with CalOptima Policies.
- 2.7 Notices and Citations. Provider shall notify CalOptima in writing of any report or other writing of any State or Federal agency and/or Accreditation Organization that regulates Provider that contains a citation, sanction and/or disapproval of Provider's failure to meet any material requirement of State or Federal law or any material standards of an Accreditation Organization.
- 2.8 Professional Standards. All Provider Services provided or arranged for under this Contract shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in manner that (i) meets the cultural and linguistic requirements of this Contract; (ii) within professionally recognized standards of practice at the time of treatment; (iii) in accordance with the provisions of CalOptima's UM and QMI Programs; and (iv) in accordance with the requirements of State and Federal law and all requirements of this Contract.

- 2.9 Marketing Requirements. Provider shall comply with CalOptima’s marketing guidelines relevant to the pertinent CalOptima Program(s) and applicable laws and regulations.
- 2.10 Disclosure of Provider Ownership. Provider shall provide CalOptima with the following information, as applicable: (a) names of all officers of Provider’s governing board; (b) names of all owners of Provider; (c) names of stockholders owning more than five percent (5%) of the stock issued by Provider; and (d) names of major creditors holding more than five percent (5%) of the debt of Provider. Provider shall complete any disclosure forms required under the CalOptima Programs as requested by CalOptima. Provider shall notify CalOptima immediately of any changes to the information included by Provider in the disclosure forms submitted to CalOptima.
- 2.11 Not applicable to this Contract.
- 2.12 Provider Agreement to Extend Terms and Rates. Provider agrees to extend to Health Networks the same terms contained in this Contract regarding Provider performance, duties and obligations, and rates for Covered Services provided to CalOptima Members enrolled in Health Networks. Provider agrees to contract with a Health Network(s) upon the request of a Health Network(s).
- 2.13 CalOptima QMI Program. Provider acknowledges and agrees that CalOptima is accountable for the quality of care furnished to its Members in all settings including services furnished by Provider. Provider agrees, when reasonable and within capability of Provider, that it is subject to the requirements of CalOptima’s QMI Program and that it shall participate in QMI Program activities as required by CalOptima. Such activities may include, but are not limited to, the provision of requested data and the participation in assessment and performance audits and projects (including those required by CalOptima’s regulators) that support CalOptima’s efforts to measure, continuously monitor, and evaluate the quality of items and services furnished to Members. Provider shall participate in CalOptima’s QMI Program development and implementation for the purpose of collecting and studying data reflecting clinical status and quality of life outcomes for CalOptima Members. Provider shall cooperate with CalOptima and Government Agencies in any complaint, appeal or other review of Provider Services (e.g., medical necessity) and shall accept as final all decisions regarding disputes over Provider Services by CalOptima or such Government Agencies, as applicable, and as required under the applicable CalOptima Program. Provider shall also allow CalOptima to use performance data for quality and reporting purposes including, but not limited to, quality improvement activities and public reporting to consumers, and performance data reporting to regulators as identified in CalOptima Policies.
- Provider shall also allow CalOptima to use performance data for purposes including, but not limited to, quality improvement activities and public reporting to consumers, as identified in CalOptima policy GG.1638.
- 2.14 Utilization & Resource Management Program. Provider acknowledges and agrees that CalOptima has implemented and maintains a Utilization & Resource Management Program (“UM Program”) that addresses evaluations of medical necessity and processes to review and approve the provision of items and services, including Covered Services, to Members. Provider shall comply with the requirements of the UM Program including, without limitation, those criteria applicable to the Covered Services as described in this Contract.

- 2.15 CalOptima Oversight. Provider understands and agrees that CalOptima is responsible for the monitoring and oversight of all duties of Provider under this Contract, and that CalOptima has the authority and responsibility to: (i) implement, maintain and enforce CalOptima Policies governing Provider's duties under this Contract and/or governing CalOptima's oversight role; (ii) conduct audits, inspections and/or investigations in order to oversee Provider's performance of duties described in this Contract; (iii) require Provider to take corrective action if CalOptima or a Government Agency determines that corrective action is needed with regard to any duty under this Contract; and/or (iv) revoke the delegation of any duty, if Provider fails to meet CalOptima standards in the performance of that duty. Provider shall cooperate with CalOptima in its oversight efforts and shall take corrective action as CalOptima determines necessary to comply with the laws, accreditation agency standards, and/or CalOptima Policies governing the duties of Provider or the oversight of those duties.
- 2.16 Transfer of Care. Upon request by a CalOptima Member, Provider shall assist the CalOptima Member in the orderly transfer of such CalOptima Member's medical care. In doing so, Provider shall make available to the new provider of care for the Member, copies of the medical records, patient files, and other pertinent information, including information maintained by any Subcontractor, necessary for efficient medical case management of Member. In no circumstance shall a CalOptima Member be billed for this service.
- 2.17 Linguistic and Cultural Sensitivity Services. Provider shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. CalOptima will provide cultural competency, sensitivity, and diversity training. Provider shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. Provider shall in its policies, administration, and services practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, foster in staff attitudes and interpersonal communication styles that respect Members' cultural backgrounds. Provider shall fully cooperate with CalOptima in the provision of cultural and linguistic services provided by CalOptima for Members receiving services from Provider. Provider shall provide translation of written materials in the threshold languages identified by CalOptima at no higher than the sixth (6th) grade reading level.
- 2.18 Provision of Interpreters. Provider shall ensure that CalOptima Members are provided with linguistic interpreter services and interpreter services for Members who are deaf and hard of hearing as necessary to ensure effective communication regarding treatment, diagnosis, and medical history or health education pursuant to the requirements in this Contract, CalOptima Policies and Attachment B to this Contract.

Interpreters shall be used where needed and when technical, medical, or treatment information is to be discussed. Provider shall not require a Member to use friends or family as interpreters. However, a family member may be used when the use of the family member or friend: (a) is requested by a Member; (b) will not compromise the effectiveness of service; (c) will not violate a Member's confidentiality; and (d) Member is advised that an interpreter is available at no cost to the Member.

- 2.19 CalOptima's Compliance Program and Other Guidance. Provider and its employees, board members, owners, Participating Providers and/or Subcontractors furnishing medical and/or administrative services under this Contract ("Provider's Agents") shall comply with the

requirements of CalOptima's Compliance Program, including CalOptima Policies, as may be amended from time to time. CalOptima shall make its Compliance Plan and Code of Conduct available to Provider and Provider shall make them available to Provider's Agents. Provider agrees to comply with, and be bound by, any and all MOUs.

- 2.20 Equal Opportunity. Provider and its Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Provider and its Subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Provider and its Subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973, and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state Provider and its Subcontractors' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Provider and its Subcontractors will, in all solicitations or advancements for employees placed by or on behalf of Provider and its Subcontractors, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

Provider and its Subcontractors will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of Provider and its Subcontractors' commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Provider and its Subcontractors will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Provider and its Subcontractors will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the

rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Provider and its Subcontractors' noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Contract may be cancelled, terminated, or suspended in whole or in part, and Provider and its Subcontractors may be declared ineligible for further federal and state contracts, in accordance with procedures authorized in Federal Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Provider and its Subcontractors will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each Subcontractor or vendor. Provider and its Subcontractors will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event Provider and its Subcontractors become involved in, or are threatened with litigation by a Subcontractor or vendor as a result of such direction by DHCS, Provider and its Subcontractors may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- 2.21 Compliance with Applicable Laws. Provider shall observe and comply with all Federal and State laws and regulations, and requirements established in Federal and/or State programs in effect when the Contract is signed or which may come into effect during the term of the Contract, which in any manner affects the Provider's performance under this Contract. Provider understands and agrees that payments made by CalOptima are, in whole or in part, derived from Federal funds, and therefore Provider and any Subcontractor are subject to certain laws that are applicable to individuals and entities receiving Federal funds. Provider agrees to comply with all applicable Federal laws, regulations, reporting requirements and CMS instructions including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and to require any Subcontractor to comply accordingly. Provider agrees to include the requirements of this section in its contracts with any Subcontractor.
- 2.22 No Discrimination/Harassment (Employees). During the performance of this Contract, Provider and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, physical disability (including Human Immunodeficiency Virus (HIV), and Acquired Immune Deficiency Syndrome (AIDS)), mental disability, medical condition, marital status, age

(over 40), gender or the use of family and medical care leave and pregnancy disability leave. Provider and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder, (Title 2, CCR, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Contract by reference and made a part hereof as if set forth in full. Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 2.23 No Discrimination (Member). Neither Provider nor its Subcontractors shall discriminate against Members because of race, color, national origin, creed, ancestry, religion, language, age, marital status, sex, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d (race, color, national origin); Section 504 of the Rehabilitation Act of 1973 (29 USC §794) (nondiscrimination under Federal grants and programs); Title 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance); Title 28 CFR Part 36 (nondiscrimination on the basis of disability by public accommodations and in commercial facilities); Title IX of the Education Amendments of 1973 (regarding education programs and activities); Title 45 CFR Part 91 and the Age Discrimination Act of 1975 (nondiscrimination based on age); as well as Government Code Section 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); Civil Code Section 51 (all types of arbitrary discrimination); Section 1557 of the Patient Protection and Affordable Care Act; and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality.

For the purpose of this Contract, if based on any of the foregoing criteria, the following constitute prohibited discrimination: (a) denying any Member any Covered Services or availability of a Provider, (b) providing to a Member any Covered Service which is different or is provided in a different name or at a different time from that provided to other similarly situated Members under this Contract, except where medically indicated, (c) subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service, (d) restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service, (e) treating a Member differently than others similarly situated in determining compliance with admission, enrollment, quota, eligibility, or other requirements or conditions that individuals must meet in order to be provided any Covered Service, or in assigning the times or places for the provision of such services. Provider and its Subcontractors agree to render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-CalOptima patients. Provider and its Subcontractors shall take affirmative action to ensure that all Members are provided Covered Services without discrimination, except where medically necessary. For the purposes of this section, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genetic handicap shall include, but not be limited to, Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia. Provider and its Subcontractors shall act upon all complaints alleging discrimination against Members in accordance with CalOptima's Policies.

- 2.24 Reporting Obligations. In addition to any other reporting obligations under this Contract, Provider shall submit such reports and data relating to services covered under this Contract as are required by CalOptima, including, without limitations, to comply with the requests from Government Agencies to CalOptima. CalOptima shall reimburse Provider for reasonable costs for producing and delivering such reports and data.
- 2.25 Subcontract Requirements. If permitted by the terms of this Contract, Provider may subcontract for certain functions covered by this Contract, subject to the requirements of this Contract. Subcontracts shall not terminate the legal liability of Provider under this Contract. Provider must ensure that all Subcontracts are in writing and include any and all provisions required by this Contract or applicable Government Programs to be incorporated into Subcontracts. Provider shall make all Subcontracts available to CalOptima or its regulators upon request. Provider is required to inform CalOptima of the name and business addresses of all Subcontractors. Additionally, Provider shall require that all Subcontracts relating to the provision of Covered Services include, without limitation, the following provisions:
- 2.25.1 An agreement to make all books and records relative to the provision of and reimbursement for Covered Services furnished by Subcontractor to Provider available at all reasonable times for inspection, examination or copying by CalOptima or duly authorized representatives of the Government Agencies in accordance with Government Contract requirements.
- 2.25.2 An agreement to maintain such books and records (a) in accordance with the general standards applicable to such books and records and any record requirements in this Contract and CalOptima Policies; (b) at the Subcontractor's place of business or at such other mutually agreeable location in California.
- 2.25.3 An agreement for the establishment and maintenance of and access to records as set forth in this Contract.
- 2.25.4 An agreement requiring Subcontractors to provide Covered Services to CalOptima Members in the same manner as those services are provided to other patients.
- 2.25.5 An agreement to comply with all provisions of this Contract and applicable law with respect to providing and paying for Emergency Services.
- 2.25.6 An agreement that Subcontractors shall notify Provider of any investigations into Subcontractors' professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.
- 2.25.7 An agreement to comply with CalOptima's Compliance Program.
- 2.25.8 An agreement to comply with Member financial and hold harmless protections as set forth in this Contract.
- 2.26 Fraud and Abuse Reporting. Provider shall report to CalOptima all cases of suspected fraud and/or abuse, as defined in 42 Code of Federal Regulations, Section 455.2, relating to the rendering of Covered Services by Provider, whether by Provider, Provider's employees, Subcontractors, and/or Members within five (5) working days of the date when Provider first becomes aware of or is on notice of such activity.

- 2.27 Participation Status. Provider shall have Policies and Procedures to verify the Participation Status of Provider's Agents. In addition, Provider attests and agrees as follows:
- 2.27.1 Provider and Provider's Agents shall meet CalOptima's Participation Status requirements during the term of this Contract.
 - 2.27.2 Provider shall immediately disclose to CalOptima, including, but not limited to, any pending investigation involving, or any determination of, suspension, exclusion or debarment of Provider or Provider's Agents occurring and/or discovered during the term of this Contract.
 - 2.27.3 Provider shall take immediate action to remove any employee of Provider that does not meet Participation Status requirements from furnishing items or services related to this Contract (whether medical or administrative) to CalOptima Members which may include but is not limited to adverse decisions and licensure issues.
 - 2.27.4 Provider shall include the obligations of this Section in its Subcontracts.
 - 2.27.5 CalOptima shall not make payment for a healthcare item or service furnished by an individual or entity that does not meet Participation Status requirements or is included on the Preclusion List. Provider shall provide written notice to the Member who received the services and the excluded provider or provider listed on the Preclusion List that payment will not be made, in accordance with CMS requirements.
- 2.28 Credentialing and Recredentialing. Prior to providing any Covered Services under, and throughout the duration of, this Contract, Provider, and all Subcontractors, shall be credentialed and periodically recredentialed by CalOptima in the manner and to the extent required by CalOptima Policy.
- 2.29 Physical Access for Members. Provider's and its Subcontractor's facilities shall comply with the requirements of Title III of the Americans with Disabilities Act of 1990, and shall ensure access for the disabled, which includes, but is not limited to, ramps, elevators, restrooms, designated parking spaces, and drinking water provision.
- 2.30 Smoke Free Workplace. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Contract, Provider certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

Provider further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Act.

- 2.31 CLIA Laboratories. Provider shall only use laboratories with a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver shall provide only the types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- 2.32 Member Rights. Provider shall ensure that each Member's rights, as set forth in state and federal law and CalOptima Policy, are fully respected and observed.
- 2.33 Electronic Transactions. Provider shall use best efforts to participate in the exchange of electronic transactions with CalOptima, including but not limited to electronic claims submission (EDI), verification of eligibility and enrollment through electronic means and submission of electronic prior authorization transactions in accordance with CalOptima Policy and Procedure.
- 2.34 Advanced Directives. Provider shall maintain written Policies and Procedures related to Advanced Directives in compliance with State and Federal laws and regulations. Provider shall document patient records with respect to the existence of an Advanced Directive in accordance with applicable law. Provider shall not discriminate against any Member on the basis of that Member's Advanced Directive status. Nothing in this Contract shall be interpreted to require a Member to execute an Advance Directive or agree to orders regarding the provision of life-sustaining treatment as a condition of receipt of services.
- 2.35 Not applicable to this Contract.
- 2.36 Not applicable to this Contract.
- 2.37 Whole Child Model Program Compliance. If Provider is a CCS-authorized provider, then in the provision of CCS Services to CalOptima Members, the Provider shall follow CCS Program guidelines, including CCS Program regulations, and where CCS clinical guidelines do not exist, Provider will use evidence-based guidelines or treatment protocols that are medically appropriate to the Member's CCS Eligible Condition.
- 2.38 CCS Provider Compliance.
- 2.38.1 Only CCS-Paneled Providers may treat a Member's CCS Eligible Condition.
- 2.38.2 If Provider is a CCS-Paneled Provider, Provider agrees to provide services for the Whole Child Model Program in accordance with this Contract and CalOptima Policies.
- 2.38.2.1 Effective when the CalOptima Whole Child Model Program becomes effective, Provider shall provide all Medically Necessary services previously covered by the CCS Program as Covered Services under this Contract for Members who are eligible for the CCS Program, and for Members who are determined medically eligible for CCS by the local CCS Program.
- 2.38.2.2 To ensure consistency in the provision of CCS Covered Services, Provider shall use all current and applicable CCS Program guidelines, including CCS Program regulations. When applicable CCS clinical guidelines do not exist, Provider shall

use evidence-based guidelines or treatment protocols that are medically appropriate given the Members' CCS Eligible Condition.

- 2.39 Provider Terminations. In the event that a Participating Provider is terminated or leaves Provider, Provider shall ensure that there is no disruption in services provided to Members who are receiving treatment for a chronic or ongoing medical condition or LTSS, Provider shall ensure that there is no disruption in services provided to the CalOptima Member.
- 2.40 Government Claims Act. Provider shall ensure that Provider and its agents and Subcontractors comply with the applicable provisions of the Government Claims Act (California Government Code section 900 et seq.), including, but not limited to Government Code sections 910 and 915, for any disputes arising under this Contract, and in accordance with CalOptima Policy AA.1217.
- 2.41 Certification of Document and Data Submissions. All data, information, and documentation provided by Provider to CalOptima pursuant to this Contract and/or CalOptima Policies, which are specified in 42 CFR 438.604 and/or as otherwise required by CalOptima and/or CalOptima's Regulators, shall be accompanied by a certification statement on the Provider's letterhead sign by the Provider's Chief Executive Officer or Chief Financial Officer (or an individual who reports directly to and has delegated authority to sign for such Officer) attesting that based on the best information, knowledge, and belief, the data, documentation, and information is accurate, complete, and truthful.
- 2.42 Community Supports.
- 2.42.1 Community Supports Provider Requirements.
- 2.42.1.1 If a State-level enrollment pathway exists for the Community Supports Provider, the Community Supports Provider shall enroll in the Medi-Cal program pursuant to relevant APLs, including APL 19-004: Provider Credentialing/Recredentialing and Screening/Enrollment. If APL 19-004 does not apply to the Community Supports Provider, the Community Supports Provider will comply with CalOptima's process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.
- 2.42.1.2 The Community Supports Provider shall have the required experience and/or training in the provision of the Community Supports being offered.
- 2.42.1.3 The Community Supports Provider shall have the capacity to provide the Community Supports in a culturally and linguistically competent manner, as demonstrated by a successful history of providing such services, training, or other factors identified by CalOptima, in its sole discretion.
- 2.42.1.4 Subject to all applicable requirements set forth in this Contract (including but not limited to, subcontracting requirements) and CalOptima's prior written approval, if the Community Supports Provider subcontracts with other entities to administer its Community Supports obligations under this Contract, the Community Supports Provider shall ensure the agreements with each Subcontractor bind that Subcontractor to applicable terms and conditions set forth in this Section 2.42 and Attachment A of this Contract and CalOptima

Policies. Notwithstanding any subcontracting arrangements, Community Supports Provider shall remain responsible and accountable for any subcontracted Community Supports functions.

2.42.2 Delivery of Community Supports. Community Supports Provider shall deliver contracted Community Supports in accordance with the DHCS service definitions and requirements, CalOptima Policies, including but not limited to, CalOptima Policy GG.1355: Community Supports, and this Contract.

2.42.2.1 Community Supports Provider shall maintain staffing that allows for timely, high-quality service delivery of the Community Supports that it is required to provide under this Contract.

2.42.2.2 Community Supports Provider shall:

- a. Accept and act upon Member referrals from CalOptima or Health Network for authorized Community Supports, unless the Community Supports Provider is at pre-determined capacity;
- b. Conduct outreach to the referred Member for authorized Community Supports as soon as possible, including by making best efforts to conduct initial outreach within twenty four (24) hours of assignment, if applicable;
- c. Be responsive to incoming calls or other outreach from Members, including by maintaining a phone line that is staffed or able to record voicemail twenty four (24) hours a day, seven (7) days a week;
- d. Coordinate with other providers in the Member's care team, including ECM Providers, other Community Supports providers, CalOptima, and Health Networks;
- e. Comply with cultural competency and linguistic requirements required by this Contract, CalOptima Policies, and federal, State and local laws;
- f. Comply with non-discrimination requirements set forth in this Contract and State and federal laws.

2.42.3 When federal law requires authorization for data sharing, Community Supports Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information ("PHI"), and shall confirm it has obtained such authorization to CalOptima. Member authorization for Community Supports-related data sharing is not required for the Community Supports Provider to initiate delivery of Community Supports unless such authorization is required by federal law. Community Supports Provider will be reimbursed only for Community Supports services that are authorized by CalOptima or Health Network. In the event of a Member requesting Community Supports services that are not yet authorized by CalOptima or a Health Network, Community Supports Provider shall send prior authorization request(s) to

CalOptima for a CalOptima Direct Member or the Member's assigned Health Network, as applicable.

- 2.42.4 If a Community Supports is discontinued for any reason, Community Supports Provider shall support transition planning for the Member into other programs or services that meet their needs.
- 2.42.5 Community Supports Provider is encouraged to identify additional Community Supports the Member may benefit from and send any additional request(s) for Community Supports to CalOptima or Health Network for authorization.
- 2.42.6 Payment of Community Supports. Community Supports Provider shall record, generate, and send a claim or invoice to CalOptima for Community Supports rendered. If Community Supports Provider submits claims, Community Supports Provider shall submit claims to CalOptima using specifications based Medi-Cal national standards and code sets defined by DHCS.
 - 2.42.6.1 In the event Community Supports Provider is unable to submit claims to CalOptima for Community Supports-related services using specifications based on national standards or DHCS-defined standard specifications and code sets, Community Supports Provider shall submit invoices with minimum necessary data elements defined by DHCS, which includes (i) information about the Member, (ii) the Community Supports services rendered, and (iii) Community Supports Providers' information to support appropriate reimbursement by CalOptima, that will allow CalOptima to convert Community Supports invoice information into DHCS-defined standard specifications and code sets for submission to DHCS.
 - 2.42.6.2 Community Supports Provider shall not receive payment from CalOptima for the provision of any Community Supports services not authorized by CalOptima or Health Network.
 - 2.42.6.3 CalOptima will provide expedited payments for urgent Community Supports (e.g., Recuperative Care services for a Member who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment), pursuant to its contract with DHCS and any other related DHCS guidance.
- 2.42.7 Community Supports Provider must have a system in place to accept payment from CalOptima for Community Supports rendered. CalOptima shall pay ninety percent (90%) of all clean claims and invoices within thirty (30) days of receipt and ninety nine percent (99%) of clean claims and invoices within ninety (90) days of receipt.
- 2.42.8 Data Sharing to Support Community Supports. As part of the referral process, CalOptima will ensure Community Supports Provider has access to:
 - 2.42.8.1 Demographic and administrative information confirming the referred Member's eligibility for the requested service;

- 2.42.8.2 Appropriate administrative, clinical, and social service information the Community Supports Provider might need in order to effectively provide the requested service; and
- 2.42.8.3 Billing information necessary to support the Community Supports Provider's ability to submit invoices to CalOptima.
- 2.42.8.4 Quality and Oversight. Community Supports Provider acknowledges that CalOptima will conduct oversight of its delivery of Community Supports to ensure the quality of services rendered and ongoing compliance with all legal and contractual obligations both CalOptima and the Community Supports Provider have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

**ARTICLE 3
FUNCTIONS AND DUTIES OF CALOPTIMA**

- 3.1 Payment. CalOptima shall pay Provider for Covered Services provided to CalOptima Members. Provider agrees to accept the compensation set forth in Attachment C as payment in full from CalOptima for such Covered Services. Upon submission of a Clean Claim, CalOptima shall pay Provider pursuant to CalOptima Policies and Attachment C. Notwithstanding the foregoing, Provider may also collect other amounts (e.g., copayments, deductibles, OHC and/or third party liability payments) where expressly authorized to do so under the CalOptima Program(s) and applicable law. Provider agrees that Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts and that the provider will (A) accept the plan payment as payment in full, or (B) bill the appropriate State source as required at 42 CFR §422.504(g)(1)(iii).
- 3.2 Service Authorization. CalOptima shall provide a written authorization process for Covered Services pursuant to CalOptima Policies.
- 3.3 Limitations of CalOptima's Payment Obligations. Notwithstanding anything to the contrary contained in this Contract, CalOptima's obligation to pay Provider any amounts shall be subject to CalOptima's receipt of the funding from the Federal and/or State governments.

**ARTICLE 4
PAYMENT PROCEDURES**

- 4.1 Billing and Claims Submission. Provider shall submit Claims for Covered Services in accordance with CalOptima Policies applicable to the Claims submission process.
- 4.2 Prompt Payment. CalOptima shall make payments to Provider in the time and manner set forth in CalOptima Policies related to the CalOptima Programs and/or this Contract. Additional procedures related to claims processing and payment are set forth in the attached CalOptima Program Addenda.
- 4.3 Claim Completion and Accuracy. Provider shall be responsible for the completion and accuracy of all Claims submitted whether on paper forms or electronically including claims submitted for the Provider by other parties. Use of a billing agent does not abrogate Provider's responsibility for the truth and accuracy of the submitted information. A Claim may not be submitted before the delivery of service. Provider acknowledges that Provider remains responsible for all Claims

and that anyone who misrepresents, falsifies, or causes to be misrepresented or falsified, any records or other information relating to that Claim may be subject to legal action.

- 4.4 Claims Deficiencies. Any Claim that fails to meet CalOptima requirements for claims processing shall be denied and Provider notified of denial pursuant to CalOptima Policies and applicable Federal and/or State laws and regulations.
- 4.5 COB. Provider shall coordinate benefits with other programs or entitlements recognizing where OHC is primary coverage in accordance with CalOptima Program requirements. Provider acknowledges that Medi-Cal is the payor of last resort.
- 4.6 (This section left intentionally blank)
- 4.7 Member Financial Protections. Provider and its Subcontractors shall comply with Member financial protections as follows:
- 4.7.1 Provider agrees to indemnify and hold Members harmless from all efforts to seek compensation and any claims for compensation from Members for Covered Services under this Contract. In no event shall a Member be liable to Provider for any amounts which are owed by, or are the obligation of, CalOptima.
- 4.7.2 In no event, including, but not limited to, non-payment by CalOptima, CalOptima's or Provider's insolvency, or breach of this contract by CalOptima, shall Provider, or any of its Subcontractors, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against the State of California or any Member or person acting on behalf of a Member for Covered Services pursuant to this Contract. Notwithstanding the foregoing, Provider may collect SOC, co-payments, and deductibles if, and to the extent, required under a specific CalOptima Program and applicable law.
- 4.7.3 This provision does not prohibit Provider or its Subcontractors from billing and collecting payment for non-Covered Services if the CalOptima Member agrees to the payment in writing prior to the actual delivery of non-Covered Services and a copy of such agreement is given to the Member and placed in the Member's medical record prior to rendering such services.
- 4.7.4 Upon receiving notice of Provider invoicing or balance billing a Member for the difference between the Provider's billed charges and the reimbursement paid by CalOptima for any Covered Services, CalOptima may sanction the Provider or take other action as provided in this Contract.
- 4.7.5 This section shall survive the termination of this Contract for Covered Services furnished to CalOptima Members prior to the termination of this Contract, regardless of the cause giving rise to termination, and shall be construed to be for the benefit of Members. This section shall supersede any oral or written contrary agreement now existing or hereafter entered into between the Provider and its Subcontractors. Language to ensure the foregoing shall be included in all of Provider's Subcontracts related to provision of Covered Services to CalOptima Members.
- 4.8 Overpayments and CalOptima Right to Recover. Provider has an obligation to report any overpayment identified by Provider, and to repay such overpayment to CalOptima within sixty (60) days of such identification by Provider, or of receipt of notice of an overpayment identified

by CalOptima. Provider acknowledges and agrees that, in the event that CalOptima determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Contract to Provider, CalOptima shall have the right to recover such amounts from Provider by recoupment or offset from current or future amounts due from CalOptima to Provider, after giving Provider notice and an opportunity to return/pay such amounts. This right to recoupment or offset shall extend to any amounts due from Provider to CalOptima, including, but not limited to, amounts due because of:

- 4.8.1 Payments made under this Contract that are subsequently determined to have been paid at a rate that exceeds the payment required under this contract.
- 4.8.2 Payments made for services provided to a Member that is subsequently determined to have not be eligible on the date of service.
- 4.8.3 Unpaid Conlan reimbursements owed by provider to a Member.
- 4.8.4 Payments made for services provided by a Provider that has entered into a private contract with a Medicare beneficiary for Covered Services.

ARTICLE 5 INSURANCE AND INDEMNIFICATION

- 5.1 Indemnification. Each party to this Contract agrees to defend, indemnify and hold each other and the State harmless, with respect to any and all Claims, costs, damages and expenses, including reasonable attorney's fees, which are related to or arise out of the negligent or willful performance or non-performance by the indemnifying party, of any functions, duties or obligations of such party under this Contract. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 5.2 Provider Professional Liability. Provider, at its sole cost and expense, shall ensure that it and Subcontractors providing professional services under this Contract shall maintain professional liability insurance coverage with minimum per incident and annual aggregate amounts which are at least equal to the community minimum amounts in Orange County, California, for the specialty or type of service which Provider provides, with a minimum of \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 5.3 Provider Commercial General Liability ("CGL")/Automobile Liability. Provider at its sole cost and expense shall maintain such policies of commercial general liability and automobile liability insurance and other insurance as shall be necessary to insure it and its business addresses, customers (including Members), employees, agents, and representatives against any claim or claims for damages arising by reason of a) personal injuries or death occasioned in connection with the furnishing of any Covered Services hereunder, b) the use of any property of the Provider, and c) activities performed in connection with the Contract, with minimum coverage of \$1,000,000 per incident/\$3,000,000 aggregate per year.
- 5.4 Workers Compensation Insurance. Provider at its sole cost and expense shall maintain workers compensation insurance within the limits established and required by the State of California and

employers liability insurance with minimum limits of liability of \$1,000,000 per occurrence/\$1,000,000 aggregate per year.

- 5.5 Insurer Ratings. All above insurance shall be provided by an insurer:
- 5.5.1 rated by Best's with a rating of B or better; and
- 5.5.2 "admitted" to do business in California or an insurer approved to do business in California by the California Department of Insurance and listed on the Surplus Lines Association of California List of Eligible Surplus Lines Insurers (LESLI) or licensed by the California Department of Corporations as an Unincorporated Interindemnity Trust Arrangement as authorized by the California Insurance Code 12180.7.
- 5.6 Captive Risk Retention Group/Self Insured. Where any of the insurances mentioned above are provided by a Captive Risk Retention Group or are self-insured, such above provisions may be waived at the sole discretion of CalOptima, but only after CalOptima reviews the Captive Risk Retention Group's or self-insured's audited financial statements and approves the waiver.
- 5.7 Cancellation or Material Change. The Provider shall not of its own initiative cause such insurances as addressed in this Article to be canceled or materially changed during the term of this Contract.
- 5.8 Certificates of Insurance. Prior to execution of this Contract, Provider shall provide Certificates of Insurance to CalOptima showing the required insurance coverage and further providing that CalOptima is named as an additional insured on the Comprehensive General Liability Insurance and Automobile Liability Insurance with respect to the performance hereunder and coverage is primary and non-contributory as to any other insurance with respect to performance hereunder.

ARTICLE 6 RECORDS, AUDITS AND REPORTS

- 6.1 Access to and Audit of Contract Records. For the purpose of review of items and services furnished under the terms of this Contract and duplication of any books and records, Provider and its Subcontractors shall allow CalOptima, its regulators and/or their duly authorized agents and representatives access to said books and records, including medical records, contracts, documents, electronic systems for the purpose of direct physical examination of the records by CalOptima or its regulators and/or their duly authorized agents and representatives at the Provider's premises. Provider shall be given advance notice of such visit in accordance with CalOptima Policies. Such access shall include the right to directly observe all aspects of Provider's operations and to inspect, audit and reproduce all records and materials and to verify Claims and reports required according to the provisions of this Contract. Provider shall maintain records in chronological sequence, and in an immediately retrievable form in accordance with the laws and regulations applicable to such record keeping. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider and its Subcontractors from participation in the Medi-Cal program; seek recovery of payments made to the Provider; impose other sanctions provided under the State Plan, and Provider's contract may be terminated due to fraud.

- 6.2 Medical Records. Provider and its Subcontractors shall establish and maintain for each Member who has obtained Covered Services, medical records which are organized in a manner which contain such demographic and clinical information as is necessary to provide and ensure accurate and timely documentation as to the medical problems and Covered Services provided to the Member. Such medical records shall be consistent with State and Federal laws and CalOptima Program requirements and shall include a historical record of diagnostic and therapeutic services recommended or provided by, or under the direction of, the Provider. Such medical records shall be in such a form as to allow trained health professionals, other than the Provider, to readily determine the nature and extent of the Member's medical problem and the services provided, and to permit peer review of the care furnished to the Member.
- 6.3 Records Retention. The Provider shall maintain books and records in accordance with the time and manner requirements set forth in Federal and State laws and CalOptima Programs as identified in the CalOptima Program Addenda to this Contract. Where the Provider furnishes Covered Services to a Member in more than one CalOptima Program with different record retention periods, then the greater of the record retention requirements shall apply.
- 6.4 Audit, Review and/or Duplication. Audit, review and/or duplication of data or records shall occur within regular business hours, and shall be subject to Federal and State laws concerning confidentiality and ownership of records. Provider shall pay all duplication and mailing costs associated with such audits.
- 6.5 Confidentiality of Member Information. Provider agrees to comply with applicable Federal and State laws and regulations governing the confidentiality of Member medical and other information. Provider further agrees:
- 6.5.1 Health Insurance Portability and Accountability Act (HIPAA). Provider shall comply with HIPAA statutory and regulatory requirements ("HIPAA requirements"), whether existing now or in the future within a reasonable time prior to the effective date of such requirements. Provider shall comply with HIPAA requirements as currently established in CalOptima Policies. Provider shall also take actions and develop capabilities as required to support CalOptima compliance with HIPAA requirements, including acceptance and generation of applicable electronic files in HIPAA compliant standards formats.
- 6.5.2 Members Receiving State Assistance. Notwithstanding any other provision of this Contract, names and identification numbers of Members receiving public assistance are confidential and are to be protected from unauthorized disclosure in accordance with applicable State and Federal laws and regulations. For the purpose of this Contract, Provider shall protect from unauthorized disclosure all information, records, data and data elements collected and maintained for the operation of the Contract and pertaining to Members.
- 6.5.3 Declaration of Confidentiality. If Provider and its Subcontractors have access to computer files or any data confidential by statute, including identification of eligible members, Provider and Subcontractors agree to sign a declaration of confidentiality in accordance with the applicable Government Contract and in a form acceptable to CalOptima and DHCS, DMHC (MRMIB) and/or CMS, as applicable.
- 6.6 Data Submission. Provider shall submit to CalOptima complete, accurate, reasonable, and timely provider data, encounter date, and other data and reports (a) needed by CalOptima in order for

CalOptima to meet its reporting requirements to DHCS, and/or (b) required by CalOptima and CalOptima's Regulators as provided in this Contract and in CalOptima's Policies.

ARTICLE 7 TERM AND TERMINATION

- 7.1 Term. The term of this Contract shall become effective on the Effective Date and continue in effect for five (5) years through June 30, 2027 ("Initial Term") and five (5) additional one-year automatic extensions except as directed otherwise by the Board.
- 7.2 Termination for Default. CalOptima may, in its sole discretion, terminate this Contract whenever CalOptima determines that the Provider or any Subcontractor (a) has repeatedly and inappropriately withheld Covered Services to a CalOptima Member(s), (b) has failed to perform its contracted duties and responsibilities in a timely and proper manner including, without limitation, service procedures and standards identified in this Contract, (c) has committed acts that discriminate against CalOptima Members on the basis of their health status or requirements for health care services; (d) has not provided Covered Services in the scope or manner required under the provisions of this Contract; (e) has engaged in prohibited marketing activities; (f) has failed to comply with CalOptima's Compliance Program, including Participation Status requirements; (g) has committed fraud or abuse relating to Covered Services or any and all obligations, duties and responsibilities under this Contract; or (h) has materially breached any covenant, condition, or term of this Contract. A termination as described above shall be referred to herein as "Termination for Default." In the event of a Termination for Default, CalOptima shall give Provider prior written notice of its intent to terminate with a thirty (30)-day cure period if the Termination for Default is curable, in the sole discretion of CalOptima. In the event the default is not cured within the thirty (30)-day period, CalOptima may terminate the Contract immediately following such thirty (30)-day period. The rights and remedies of CalOptima provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Provider shall not be relieved of its liability to CalOptima for damages sustained by virtue of breach of the Contract by the Provider or any Subcontractor.
- 7.3 Immediate Termination. CalOptima may terminate this Contract immediately upon the occurrence of any of the following events and delivery of written notice: (i) the suspension or revocation of any license, certification or accreditation required by Provider and/or Provider Agents; (ii) the determination by CalOptima that the health, safety, or welfare of Members is jeopardized by continuation of this Contract; (iii) the imposition of sanctions or disciplinary action against Provider or against Provider Agents in their capacities with the Provider by any Federal or State licensing agency; (iv) termination or non-renewal of any Government Contract; (v) the withdrawal of DHHS's approval of the waiver granted to the CalOptima under Section 1915(b) of the Social Security Act. If CalOptima receives notice of termination from any of the Government Agencies or termination of the Section 1915(b) waiver, CalOptima shall immediately transmit such notice to Provider.
- 7.4 Termination for Provider Insolvency. If the Provider and/or any of its Subcontractors becomes insolvent, the Provider shall immediately so advise CalOptima, and CalOptima shall have, at its sole option, the right to terminate the Contract immediately. In the event of the filing of a petition for bankruptcy by or against the Provider or a principal Subcontractor, the Provider shall assure that all tasks related to the Contract or the Subcontract are performed in accordance with the terms of the Contract.

- 7.5 Modifications or Termination to Comply with Law. CalOptima reserves the right to modify or terminate the Contract at any time when modifications or terminations are (a) mandated by changes in Federal or State laws, (b) required by Government Contracts, or (c) required by changes in any requirements and conditions with which CalOptima must comply pursuant to its Federally-approved Section 1915(b) waiver. CalOptima shall notify Provider in writing of such modification or termination immediately and in accordance with applicable Federal and/or State requirements, and Provider shall comply with the new requirements within 30 days of the effective date, unless otherwise instructed by DHCS and to the extent possible.
- 7.6 Termination Without Cause. Either party may terminate this Contract, after the Initial Term, without cause, upon ninety (90) days' prior written notice to the other party as provided herein.
- 7.7 Rate Adjustments. The payment rates may be adjusted by CalOptima during the Contract period to reflect implementation of Federal or State laws or regulations, changes in the State budget, the Government Contract(s) or the Government Agencies' policies, and/or changes in Covered Services. If the Government Agency(ies) has provided CalOptima with advance notice of adjustment, CalOptima shall provide notice thereof to Provider as soon as practicable.
- 7.8 Obligations Upon Termination. Upon termination of this Contract, it is understood and agreed that Provider shall continue to provide authorized Covered Services to Members who retain eligibility and who are under the care of Provider at the time of such termination, until the services being rendered to Members are completed, unless CalOptima, in its sole discretion, makes reasonable and medically appropriate provisions for the assumption of such services. Payment for services under this paragraph shall be at the contracted rates. Prior to the termination or expiration of this Contract, and upon request by CalOptima or one of its regulatory agencies to assist in the orderly transfer of Members' medical care, Provider shall make available to CalOptima and/or such regulatory agency, copies of any pertinent information, including information maintained by Provider and any Subcontractor necessary for efficient case management of Members. Costs of reproduction shall be borne by CalOptima or the government agency, as applicable. For purposes of this section only, "under the care of Provider" shall mean that a Member has an authorization from CalOptima to receive services from the Provider issued prior to the Termination, all of the services authorized under that authorization have not yet been completed, and the time period covered by the authorization has not yet expired.
- 7.9 Approval By and Notice to Government Agencies. Provider acknowledges that this Contract and any modifications and/or amendments thereto are subject to the approval of applicable Federal and/or State agencies. CalOptima and Provider shall notify the Federal and/or State agencies of amendments to, or termination of, this Contract. Notice shall be given by first-class mail, postage prepaid to the attention of the State or Federal contracting officer for the pertinent CalOptima Program. Provider acknowledges and agrees that any amendments or modifications shall be consistent with requirements relating to submission to such Federal and/or State agency for approval.

ARTICLE 8 GRIEVANCES AND APPEALS

- 8.1 Provider Grievances. CalOptima has established a fast and cost-effective complaint system for provider complaints, grievances and appeals. Provider shall have access to this system for any issues arising under this Contract, as provided in CalOptima Policies related to the applicable CalOptima Program(s). Provider complaints, grievances, appeals, or other disputes regarding any issues arising under this Contract shall be resolved through such system.

- 8.2 Member Grievances and Appeals. Member grievances, complaints, and/or appeals shall be resolved in accordance with Federal and/or State laws, regulations and Government Guidance and as set forth in CalOptima Policies relating to the applicable CalOptima Program. Provider agrees to cooperate in the investigation of the issues and be bound by CalOptima's grievance decisions and, if applicable, State and/or Federal hearing decisions or any subsequent appeals.

ARTICLE 9 GENERAL PROVISIONS

- 9.1 Assignment and Assumption. Provider acknowledges and agrees that a primary goal of CalOptima is to ensure the provision of quality healthcare services to CalOptima Members and that CalOptima and Provider have entered into this Contract for the benefit of CalOptima Members. Accordingly, CalOptima retains the rights set forth in this Section. Except as specifically permitted hereunder, this Contract is not assignable by the Provider, either in whole or in part, without the prior written consent of CalOptima, provided that CalOptima's consent may be withheld in its sole and absolute discretion. For purposes of this Section and this Contract, assignment includes, without limitation, (a) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider (whether in a single transaction or in a series of transactions), (b) the change of more than twenty-five percent (25%) of the directors or trustees of Provider, (c) the merger, reorganization, or consolidation of Provider with another entity with respect to which Provider is not the surviving entity, and/or (d) a change in the management of Provider from management by persons appointed, elected or otherwise selected by the governing body of Provider (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
- 9.2 Documents Constituting Contract. This Contract and its attachments, schedules, addenda and exhibits and all CalOptima Policies applicable to Covered Services and CalOptima Members (and any amendments thereto) shall constitute the entire agreement between the parties and shall supersede and terminate any previous agreements between the parties for Community Supports. It is the express intention of Provider and CalOptima that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Contract which are not expressly set forth herein shall be of no further force, effect or legal consequence after the effective date hereunder.
- 9.3 Force Majeure. Both parties shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this Contract as a result of a catastrophic occurrence or natural disaster including but not limited to an act of war, and excluding labor disputes.
- 9.4 Governing Law and Venue. This Contract shall be governed by and construed in accordance with all laws of the State of California and Federal laws and regulations applicable to the CalOptima Programs and all contractual obligations of CalOptima. Provider shall bring any and all legal proceedings against CalOptima under this Contract in California State courts located in Orange County, California, unless mandated by law to be brought in federal court, in which case such legal proceedings shall be brought in the Central District Court of California.
- 9.5 Headings. The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 9.6 Independent Contractor Relationship. CalOptima and Provider agree that the Provider and any agents or employees of the Provider in performance of this Contract shall act in an independent

capacity and not as officers or employees of CalOptima. Provider's relationship with CalOptima in the performance of this Contract is that of an independent contractor. Provider's personnel performing services under this Contract shall be at all times under Provider's exclusive direction and control and shall be employees of Provider and not employees of CalOptima. Provider shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

- 9.7 No Liability of County of Orange. As required under Ordinance No. 3896 of the County of Orange, State of California, as amended, CalOptima and the Provider hereby acknowledge and agree that the obligations of CalOptima under this Contract are solely the obligations of CalOptima, and the County of Orange, State of California, shall have no obligation or liability therefor.
- 9.8 No Waiver. No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Contract shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.
- 9.9 Notices. Any notice required to be given pursuant to the terms and provisions of this Contract, unless otherwise indicated herein, shall be in writing and shall be sent by Certified or Registered mail, return receipt requested, postage prepaid to the address set out below. Notice shall be deemed given seventy-two (72) hours after mailing.

If to CalOptima:

CalOptima
Director of Contracting
505 City Parkway West
Orange, CA 92868

If to Provider:

Name

Title

Address

- 9.10 Omissions. In the event that either party hereto discovers any material omission in the provisions of this Contract which such party believes is essential to the successful performance of this Contract, said party may so inform the other party in writing, and the parties hereto shall

thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Contract.

- 9.11 Prohibited Interests. Provider covenants that, for the term of this Contract, no director, member, officer, or employee of CalOptima during his/her tenure has any interest, direct or indirect, in this Contract or the proceeds thereof.
- 9.12 Regulatory Approval. Notwithstanding any other provision of this Contract, the effectiveness of this Contract, amendments thereto, and assignments thereof, is subject to the approval of applicable Governmental Agencies and the conditions imposed by such agencies.
- 9.13 Authority to Execute. The persons executing this Contract on behalf of the parties warrant that they are duly authorized to execute this Contract, and that by executing this Contract, the parties are formally bound.
- 9.14 Severability. In the event any provision of this Contract is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, by any regulation duly promulgated by the United States or the State of California in accordance with law or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.
- 9.15 Dispute Resolution.
- 9.15.1 Meet and Confer. For any dispute not subject to or resolved by the provider appeals process, or if either party has a dispute it seeks to address informally, the parties shall use reasonable efforts to informally meet and confer to try and resolve the dispute. The parties shall meet and confer within thirty (30) days of a written request submitted by either party in an effort to settle any dispute. At each meet-and-confer meeting, each party shall be represented by persons with final authority to settle the dispute. If either party fails to meet within the thirty (30)-day period, that party shall be deemed to have waived the meet-and-confer requirement, and at the other party's option, the dispute may proceed immediately to arbitration under Section 9.15.2.
- 9.15.2 Arbitration. If the parties are unable to resolve any dispute arising out of or relating to this Contract under Section 9.15.1, either party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Orange County, California. The parties may agree in writing prior to commencing the arbitration on the dispute resolution rules and arbitration service that will be used to resolve the dispute. If the parties cannot reach such an agreement, the arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS") in accordance with the commercial dispute rules then in effect for JAMS; provided, however, that this Contract shall control in instances where it conflicts with JAMS's (or the applicable arbitration service's) rules. The arbitration shall be conducted on an expedited basis by a single arbitrator. The parties prefer that the arbitrator be a retired judge of the California Superior, Appellate, or Supreme Court or of a United States court sitting in California. If no such retired judge is available, the arbitrator may be an attorney with at least fifteen (15) years of experience, including at least five (5) years in managed health care. If the parties are unable to agree on the arbitrator within thirty (30) days of the date that the arbitration service accepts the arbitration, the arbitrator shall be selected by the arbitration service from a list of four potential arbitrators (all of whom shall be on arbitration services' panel of arbitrators) submitted by the parties, two from

each side; provided, however, that nothing stated in this section shall prevent a party from disqualifying an arbitrator based on a conflict of interest. In making decisions about discovery and case management, it is the parties' express agreement and intent that the arbitrator at all times promote efficiency without denying either party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The parties shall share the costs of arbitration equally, and each party shall bear its own attorneys' fees and costs.

9.15.3 Exclusive Remedy. With the exception of any dispute that under Laws may not be settled through arbitration, arbitration under Section 9.15.2 is the exclusive method to resolve a dispute between the Parties arising out of or relating to this Contract that is not resolved through the provider appeals or meet-and-confer processes.

9.15.4 Waiver. By agreeing to binding arbitration as set forth in Section 9.15.2, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them was determined by litigation in a court, including the right to a jury trial, attorneys' fees, and certain rights of appeal.

ARTICLE 10

EXECUTION

10.1 Subject to the State of California and United States providing funding for the term of this Contract and for the purposes with respect to which it is entered into, and execution of the Government Contracts and the approval of the Contract by the Government Agencies, this Contract shall become effective as of July 1, 2022 the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Contract as follows:

Provider

CalOptima

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

ATTACHMENT A
COVERED SERVICES
ARTICLE 1
CALOPTIMA PROGRAMS

1.1 CalOptima Programs. Provider shall furnish Community Supports Covered Services to eligible Members in the following CalOptima Programs:

- X Medi-Cal Program
- X OneCare Program
- X Cal MediConnect Program/OneCare Connect

ARTICLE 2
SERVICES

2.1 Scope of Covered Services. “Covered Services”, as referred to in this Contract, means the services described in each of the schedules to this Attachment A. The schedules to this Attachment A are subject to DHCS’s Community Supports Policy Guide, which DHCS may update from time to time. CalOptima may unilaterally amend the schedules in Attachment A, upon notice to Provider, to comply with any DHCS revisions to the Community Supports Policy Guide.

ATTACHMENT A
Housing Deposits Schedule

1. Description/Overview

- A. Housing Deposits, as defined in this Section 1, assist with identifying, coordinating, securing, or funding one-time services and modifications necessary to enable a person to establish a basic household that do not constitute payment for room and board, such as:
 - i. Security deposits required to obtain a lease on an apartment or home.
 - ii. Set-up fees/deposits for utilities or service access and utility arrearages.
 - iii. First month coverage of utilities, including but not limited to telephone, gas, electricity, heating, and water.
 - iv. First month's and last month's rent as required by landlord for occupancy.
 - v. Services necessary for the Member's health and safety, such as pest eradication and one-time cleaning prior to occupancy.
 - vi. Goods such as an air conditioner or heater, and other medically necessary adaptive aids and services, designed to preserve a Members' health and safety in the home, such as hospital beds, Hoyer lifts, air filters, and specialized cleaning or pest control supplies etc., that are necessary to ensure access and safety for the Member upon move-in to the home.
- B. Housing Deposits provided shall be based on individualized assessment of needs and documented in the individualized housing support plan. Members may require and access a subset of the services listed above.
- C. Housing Deposits provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions, including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
- D. Housing Deposits do not include the provision of room and board or payment of ongoing rental costs beyond the first and last month's coverage as noted above.

2. Eligibility

- A. Any Member who received Housing Transition/Navigation Services Community Supports in counties that offer Housing Transition/Navigation Services;
- B. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless coordinated entry system or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or

- C. Members who meet the Housing and Urban Development (“HUD”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, Institution for Mental Disease and State Hospitals.

3. Restrictions and Limitations

- A. Housing Deposits are available once in a Member’s lifetime. Housing Deposits can only be approved one additional time with documentation as to what conditions have changed to demonstrate why providing Housing Deposits would be more successful on the second attempt. CalOptima is expected to make a good faith effort to review information available to it to determine whether a Member has previously received services.
- B. These services must be identified as reasonable and necessary in the Member’s individualized housing support plan and are available only when the Member is unable to meet such expense.
- C. Members must also receive Housing Transition/Navigation services (at a minimum, the associated tenant screening, housing assessment and individualized housing support plan) in conjunction with this service.
- D. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM STCs and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided to show examples of the types of Community Supports Providers CalOptima may choose to contract with, but it is not an exhaustive list of providers that may offer the services.
- B. The entity that is coordinating a Member’s Housing Transition Navigation Services, or the CalOptima case manager, care coordinator, or housing navigator, may coordinate these services and pay for them directly (e.g., to the landlord, utility company, pest control company, etc.) or subcontract the services.
- C. Community Supports Providers must have demonstrated or verifiable experience and expertise with providing these unique services.
- D. Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program pursuant to relevant DHCS APLs including Provider Credentialing/Recredentialing and Screening/Enrollment (APL 19-004). If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or

delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

ATTACHMENT A
Housing Transition Navigation Services Schedule

1. Description/Overview

- A. Housing Transition Navigation services, as defined in this Section 1, assist Members with obtaining housing and include:
- i. Conducting a tenant screening and housing assessment that identifies the Member’s preferences and barriers related to successful tenancy. The assessment may include collecting information on the Member’s housing needs and on potential Housing Transition barriers, as well as identification of housing retention barriers.
 - ii. Developing an individualized housing support plan based upon the housing assessment that addresses identified barriers, includes short- and long-term measurable goals for each issue, establishes the Member’s approach to meeting the goal, and identifies when other Providers or services, both reimbursed and not reimbursed by Medi-Cal, may be required to meet the goal.
 - iii. Searching for housing and presenting options.
 - iv. Assisting in securing housing, including the completion of housing applications and securing required documentation (e.g., Social Security card, birth certificate, prior rental history).
 - v. Assisting with benefits advocacy, including assistance with obtaining identification and documentation for Supplemental Security Income (“SSI”) eligibility and supporting the SSI application process. Such service can be subcontracted out to retain needed specialized skillset.
 - vi. Identifying and securing available resources to assist with subsidizing rent (such as U.S. Department of Housing and Urban Development’s Housing Choice Voucher Program (“Section 8”)) or state and local assistance programs and matching available rental subsidy resources to Members.
 - vii. Identifying and securing resources to cover expenses, such as security deposit, moving costs, adaptive aids, environmental modifications, moving costs, and other one-time expenses. Actual payment of these Housing Deposits and move-in expenses is a separate Community Supports under the Housing Deposits Schedule of this Agreement, if applicable.
 - viii. Assisting with requests for reasonable accommodation, if necessary, as related to expenses incurred by the housing navigator supporting the Member moving into the home. Assisting in arranging for and supporting the details of the move.
 - ix. Educating and engaging with landlords.
 - x. Ensuring that the living environment is safe and ready for move-in.
 - xi. Communicating and advocating on behalf of the Member with landlords.

- xii. Assisting with arranging for and supporting the details of the move.
 - xiii. Establishing procedures and contacts to retain housing, including developing a housing support crisis plan that includes prevention and early intervention services when housing is jeopardized. The services associated with the crisis plan are a separate Community Supports under Housing Tenancy and Sustaining Services.
 - xiv. Identifying, coordinating, securing, or funding non-emergency, non-medical transportation to assist Members' mobility to ensure reasonable accommodations and access to housing options prior to transition and on move-in day.
 - xv. Identifying and coordinating environmental modifications to install necessary accommodations for accessibility (*see* Community Supports under Environmental Accessibility Adaptations).
- B. The Housing Transition Navigation services provided should be based on individualized assessment of needs and documented in the individualized housing support plan. Members may only require and access only a subset of the services listed above.
 - C. The Housing Transition Navigation services provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions. Examples of best practices include housing first harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
 - D. The Housing Transition Navigation services may involve additional coordination with other entities to ensure the Member has access to supports needed for successful tenancy. These entities may include County Health, Public Health, Substance Use, Mental Health and Social Services Departments; County and City Housing Authorities; Continuums of Care and Coordinated Entry System; Sheriff's Department and Probation Officers, as applicable and to the extent possible; local legal service programs, community-based organizations housing Providers, local housing agencies, and housing development agencies. For Members who will need rental subsidy support to secure permanent housing, the services will require close coordination with local Coordinated Entry Systems, homeless services authorities, public housing authorities, and other operators of local rental subsidies. Some housing assistance (including recovery residences and emergency assistance or rental subsidies for Full Service Partnership Members) is also funded by county behavioral health agencies, and CalOptima and their contracted Community Supports Providers should expect to coordinate access to these housing resources through county behavioral health when appropriate.
 - E. The Housing Transition Navigation services should adopt, as a standard, the demonstrated need to ensure seamless service to Members experiencing homelessness entering the Housing Transition Navigation Services to Community Supports.
 - F. The Housing Transition Navigation services do not include the provision of room and board or payment of rental costs. Coordination with local entities is crucial to ensure that available options for room and board or rental payments are also coordinated with housing services and supports.

2. Eligibility

- A. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless Coordinated Entry System or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or
- B. Members who meet the Housing and Urban Development (“HUD”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or are at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facilities, substance use disorder residential treatment facilities, recovery residences, institution for mental diseases and state hospitals; or
- C. Members who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:
 - i. A Member or family who:
 - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in the “Homeless” definition in this section; and
 - c. Meets one of the following conditions:
 - (i) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (ii) Is living in the home of another because of economic hardship;
 - (iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (iv) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income Members;

- (v) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
 - (vi) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - (vii) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- ii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
 - iii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
- D. Members who are determined to be at risk of experiencing homelessness are eligible to receive Housing Transition Navigation services if they have significant barriers to housing stability and meet at least one of the following:
- i. Have one or more serious chronic conditions;
 - ii. Have a serious mental illness;
 - iii. Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or have a serious emotional disturbance (children and adolescents);
 - iv. Are receiving ; or
 - v. Are a transition-age youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or are children or adolescents with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

3. Restrictions and Limitations

- A. Housing Transition/Navigation services must be identified as reasonable and necessary in the Member's individualized housing support plan. The service duration can be as long as necessary.
- B. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions ("STCs") and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers providing Housing Transition Navigation services must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided as an example of the types of Community Supports Providers that CalOptima may choose to contract with, but it is not an exhaustive list of Community Supports Providers who may offer the services.
- B. These Community Supports Providers must have demonstrated experience with providing housing-related services and supports and may include Providers such as:
 - i. Vocational services agencies;
 - ii. Providers of services for Members experiencing homelessness;
 - iii. Life skills training and education providers;
 - iv. County agencies;
 - v. Public hospital systems;
 - vi. Mental health or substance use disorder treatment providers, including county behavioral health agencies;
 - vii. Social services agencies;
 - viii. Affordable housing providers;
 - ix. Supportive housing providers; and
 - x. Federally qualified health centers and rural health clinics.

Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs including Provider Credentialing/Rec credentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider. Members who meet the eligibility requirements for Housing Transition/Navigation services shall also be assessed for ECM and Housing and Tenancy Support Services (if provided in

their county). When enrolled in ECM, Community Supports Services should be managed in coordination with ECM Providers. When Members receive more than one of these services, CalOptima should ensure services are coordinated by an ECM Provider whenever possible to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management. One exception to this is for benefits advocacy, which may require providers with a specialized skill set.

- C. If the CalOptima case manager, care coordinator or housing navigator is providing the service, that individual must have demonstrated experience working with Members experiencing homelessness or with the provision of housing-related services and supports to vulnerable populations.

ATTACHMENT A
Housing Tenancy and Sustaining Services Schedule

1. Description/Overview

- A. Housing Tenancy and Sustaining services, as defined in this Section 1, provide tenancy and sustaining services, with a goal of maintaining safe and stable tenancy once housing is secured. Services include:
- i. Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment, hoarding, substance use, and other lease violations.
 - ii. Education and training on the roles, rights and responsibilities of the tenant and landlord.
 - iii. Coaching on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy.
 - iv. Coordination with the landlord and case management provider to address identified issues that could impact housing stability.
 - v. Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action including developing a repayment plan or identifying funding in situations in which the Member owes back rent or payment for damage to the unit.
 - vi. Advocacy and linkage with community resources to prevent eviction when housing is or may potentially become jeopardized.
 - vii. Assisting with benefits advocacy, including assistance with obtaining identification and documentation for SSI eligibility and supporting the SSI application process. Such service can be subcontracted out to retain needed specialized skill set.
 - viii. Assistance with the annual housing recertification process.
 - ix. Coordinating with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers.
 - x. Continuing assistance with lease compliance, including ongoing support with activities related to household management.
 - xi. Health and safety visits, including unit habitability inspections. This does not include housing quality inspections.
 - xii. Other prevention and early intervention services identified in the crisis plan that are activated when housing is jeopardized (e.g., assisting with reasonable accommodation requests that were not initially required upon move-in).

- xiii. Providing independent living and life skills including assistance with and training on budgeting, including financial literacy and connection to community resources.
- B. The services provided shall be based on individualized assessment of needs and documented in the individualized housing support plan. Members may only require and access a subset of the services listed above.
- C. The services provided shall utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.
- D. The services may involve coordination with other entities to ensure the Member has access to supports needed to maintain successful tenancy. Final program guidelines shall adopt, as a standard, the demonstrated need to ensure seamless service to Members experiencing homelessness entering the Housing Tenancy and Sustaining Services Community Supports.
- E. Services do not include the provision of room and board or payment of rental costs.

2. Eligibility

- A. Any Member who received Housing Transition/Navigation Services Community Supports;
- B. Members who are prioritized for a permanent supportive housing unit or rental subsidy resource through the local homeless Coordinated Entry System or similar system designed to use information to identify highly vulnerable Members with disabilities and/or one or more serious chronic conditions and/or serious mental illness, institutionalization or requiring residential services as a result of a substance use disorder and/or is exiting incarceration; or
- C. Members who meet the Housing and Urban Development (“HUD”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, institutions for mental disease and state hospitals; or
- D. Members who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:
 - i. A Member or family who:
 - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;

- b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph C of the “Homeless” definition in this section; and
 - c. Meets one of the following conditions:
 - (i) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (ii) Is living in the home of another because of economic hardship;
 - (iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income Members;
 - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
 - f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- ii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
 - iii. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
 - iv. Members who are determined to be at risk of experiencing homelessness are eligible to receive Housing Tenancy and Sustaining Services if they have significant barriers to housing stability and meet at least one of the following:

- a. Have one or more serious chronic conditions;
- b. Have a serious mental illness;
- c. Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or have a serious emotional disturbance (children and adolescents);
- d. Are receiving ECM; or
- e. Are a transition-age youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or a child or adolescent with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

3. Restrictions and Limitations

- A. These Housing Tenancy and Sustaining services are available from the initiation of services through the time when the Member’s housing support plan determines they are no longer needed. They are only available for a single duration in the Member’s lifetime. Housing Tenancy and Sustaining Services can only be approved one additional time with documentation as to what conditions have changed to demonstrate why providing Housing Tenancy and Sustaining Services would be more successful on the second attempt. CalOptima is expected to make a good faith effort to review information available to it to determine if Member has previously received services. The service duration can be as long as necessary.
- B. These Housing Tenancy and Sustaining services must be identified as reasonable and necessary in the Member’s individualized housing support plan and are available only when the enrollee is unable to successfully maintain longer-term housing without such assistance.
- C. Many Members will have also received Housing Transition/Navigation services (at a minimum, the associated tenant screening, housing assessment and individualized housing support plan) in conjunction with this service, but accessing such services is not a prerequisite for eligibility.
- D. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions (“STCs”) and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers providing Housing Tenancy and Sustaining services must have experience and expertise with providing these unique services in a culturally and linguistically appropriate manner. This list is provided to show examples of the types of Community Supports Providers that CalOptima may choose to contract with, but it is

not an exhaustive list of providers who may offer the services. Providers must have demonstrated or verifiable experience or expertise with providing housing-related services and supports and may include providers such as:

- i. Vocational services agencies
- ii. Providers of services for Members experiencing homelessness
- iii. Life skills training and education providers
- iv. County agencies
- v. Public hospital systems
- vi. Mental health or substance use disorder treatment providers, including county behavioral health agencies
- vii. Supportive housing providers
- viii. Federally qualified health centers and rural health clinics

- B. Community Supports. Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.
- C. If the CalOptima case manager, care coordinator or housing navigator is providing the service, that individual must have demonstrated experiencing working with Members experiencing homelessness or with the provision of housing-related services and supports to vulnerable populations. CalOptima should coordinate with county homelessness entities to provide these services.
- D. Members who meet the eligibility requirements for Housing and Tenancy Support Services shall also be assessed for ECM and may have received Housing Transition/Navigation services. When enrolled in ECM, Community Supports shall be managed in coordination with ECM providers. When Members receive more than one of these services, CalOptima shall ensure it is coordinated by an ECM provider whenever possible to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management.

ATTACHMENT A
Day Habilitation Programs Schedule

1. Description/Overview.

- A. Day Habilitation Programs, as defined in this Section 1, are provided in a Member's home or an out-of-home, non- facility setting. Day Habilitation Programs are designed to assist the Member in acquiring, retaining, and improving self-help, socialization, and adaptive skills necessary to reside successfully in the person's natural environment. Day Habilitation Programs are often considered as peer mentoring when provided by an unlicensed caregiver with the necessary training and supervision. For Members experiencing homelessness who are receiving ECM or other Community Supports Services, Day Habilitation Programs can provide a physical location for Members to meet with and engage with these Community Supports Providers. When possible, these services should be provided by the same entity to minimize the number of care/case management transitions experienced by Members and to improve overall care coordination and management.
- B. As used in this Schedule, the General Assistance or General Relief ("GA/GR") Program is designed to provide relief and support to indigent adults who are not supported by their own means, other public funds, or assistance programs.
- C. Day habilitation program services include, but are not limited to, training on:
 - i. The use of public transportation;
 - ii. Personal skills development in conflict resolution;
 - iii. Community participation;
 - iv. Developing and maintaining interpersonal relationships;
 - v. Daily living skills (cooking, cleaning, shopping, money management); and,
 - vi. Awareness of community resources such as police, fire, or local services, to support independence in the community.
- D. Day Habilitation Programs may include assistance with, but not limited to, the following:
 - i. Selecting and moving into a home (refer to the Housing Transition/Navigation Services Community Supports);
 - ii. Locating and choosing suitable housemates;
 - iii. Locating household furnishings;
 - iv. Settling disputes with landlords (refer to the Housing Tenancy and Sustaining Services Community Supports);
 - v. Managing personal financial affairs;
 - vi. Recruiting, screening, hiring, training, supervising, and dismissing personal attendants;

- vii. Dealing with and responding appropriately to governmental agencies and personnel;
- viii. Asserting civil and statutory rights through self-advocacy;
- ix. Building and maintaining interpersonal relationships, including a circle of support;
- x. Coordination with CalOptima to link Member to any in Community Supports and or ECM services for which the Member may be eligible;
- xi. Referral to non-Community Supports housing resources if the Member does not meet Housing Transition and Navigation Services Community Supports eligibility criteria;
- xii. Assistance with income and benefits advocacy, including GA/GR and SSI if the Member is not receiving these services through Community Supports or ECM; and
- xiii. Coordination with CalOptima to link the Member to health care, mental health services, and substance use disorder services based on the individual needs of the the Member, for Members who are not receiving this linkage through Community Supports or ECM.

E. The services provided should utilize best practices for Members who are experiencing homelessness or formerly experienced homelessness including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care. Day Habilitation Program services are available for as long as necessary and can be provided continuously or through intermittent meetings, in an individual or group setting.

2. Eligibility

Members who are experiencing homelessness, Members who exited homelessness and entered housing in the last twenty-four (24) months, and Members at risk of homelessness or institutionalization whose housing stability could be improved through participation in a Day Habilitation Program.

3. Restrictions and Limitations

Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance with the CalAIM special terms and conditions (“STCs”) and federal and DHCS guidance.

4. Licensing and Allowable Community Supports Providers

Community Supports Providers must have experience and expertise with providing these unique services. This list is provided as an example of the types of Providers who may provide Day Habilitation Programs, but it is not an exhaustive list of Community Supports Providers who may offer these programs.

- A. Mental health or substance use disorder treatment providers, including county behavioral health agencies
- B. Licensed psychologists

- C. Licensed certified social workers
- D. Registered nurses
- E. Home health agencies
- F. Professional fiduciary
- G. Vocational skills agencies

Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

ATTACHMENT A
Short-Term Post-Hospitalization Housing Schedule

1. Description/Overview

- A. Short-Term Post-Hospitalization Housing, as defined in this Section 1, provides Members who do not have a residence and who have high medical or behavioral health needs with the opportunity to continue their medical/psychiatric/substance use disorder recovery immediately after exiting an inpatient hospital (either acute or psychiatric or chemical dependency and recovery hospital), residential substance use disorder treatment or recovery facility, residential mental health treatment facility, correctional facility, nursing facility, or recuperative care and avoid further utilization of state plan services. Up to 90 days of recuperative care is available under specified circumstances as a separate Community Supports Program.
- B. Short-Term Post-Hospitalization Housing provides Members with ongoing supports necessary for recuperation and recovery such as gaining (or regaining) the ability to perform activities of daily living, receiving necessary medical/psychiatric/substance use disorder care, case management and beginning to access other housing supports such as Housing Transition Navigation. Housing Transition/Navigation Services are a separate Community Supports Program.
- C. This setting may include an individual or shared interim housing setting, where residents receive the services described above.
- D. Beneficiaries must be offered Housing Transition Navigation supports during the period of Short-Term Post-Hospitalization housing to prepare them for transition from this setting. These services shall include a housing assessment and the development of individualized housing support plan to identify preferences and barriers related to successful housing tenancy after Short-Term Post-Hospitalization Housing. The development of a housing assessment and individualized support plan are covered as a separate Community Supports Program under Housing Transition/Navigation Services.
- E. Short-Term Post-Hospitalization Housing provided should utilize best practices for Members who are experiencing homelessness and who have complex health, disability, and/or behavioral health conditions, including housing first, harm reduction, progressive engagement, motivational interviewing, and trauma informed care.

2. Eligibility

- A. Members exiting recuperative care.
- B. Members exiting an inpatient hospital stay (either acute or psychiatric or chemical dependency and recovery hospital), residential substance use disorder treatment or recovery facility, residential mental health treatment facility, correctional facility, or nursing facility and who meet any of the following criteria:
 - i. Members who meet the Housing and Urban Development (“HUD”) definition of homeless as defined in Section 91.5 of Title 24 of the Code of Federal Regulations (including those exiting institutions but not including any limits on the number of days in the institution) and who are receiving ECM, or who have

one or more serious chronic conditions and/or serious mental illness and/or is at risk of institutionalization or requiring residential services as a result of a substance use disorder. For the purpose of this service, qualifying institutions include hospitals, correctional facilities, mental health residential treatment facility, substance use disorder residential treatment facility, recovery residences, institution for mental disease and state hospitals.

ii. Individuals who meet the HUD definition of at risk of homelessness as defined in Section 91.5 of Title 24 of the Code of Federal Regulations as:

a. An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and

(iii) Meets one of the following conditions:

(a) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(b) Is living in the home of another because of economic hardship;

(c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(iv) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(v) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(vi) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(vii) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

b. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless

Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

c. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Individuals who are determined to be at risk of experiencing homelessness are eligible to receive Short-Term Post-Hospitalization services if they have significant barriers to housing stability and meet at least one of the following:

- (i) Have one or more serious chronic conditions;
- (ii) Have a Serious Mental Illness;
- (iii) Are at risk of institutionalization or overdose or are requiring residential services because of a substance use disorder or Have a Serious Emotional Disturbance (children and adolescents);
- (i) Are receiving Enhanced Care Management; or
- (ii) Are a Transition-Age Youth with significant barriers to housing stability, such as one or more convictions, a history of foster care, involvement with the juvenile justice or criminal justice system, and/or have a serious mental illness and/or a child or adolescent with serious emotional disturbance and/or who have been victims of trafficking or domestic violence.

In addition to meeting one of these criteria at a minimum, individuals must have medical/behavioral health needs such that experiencing homelessness upon discharge from the hospital, substance use or mental health treatment facility, correctional facility, nursing facility, or recuperative care would likely result in hospitalization, re-hospitalization, or institutional readmission.

3. Restrictions and Limitations

- A. Short-Term Post-Hospitalization Services are available once in a Member’s lifetime and are limited and are not to exceed a duration of six (6) months per episode (but may be authorized for a shorter period based on Member needs). CalOptima is expected to make a good faith effort to review information available to them to determine if Member has previously received services.
- B. The service is only available if the Member is unable to meet such an expense.
- C. Community supports shall supplement and not supplant services received by the Medi-Cal beneficiary through other State, local, or federally-funded programs, in accordance

with the CalAIM special terms and conditions (“STCs”) and federal and DHCS guidance.

4. Licensing/Allowable Community Supports Providers

- A. Community Supports Providers must have experience and expertise with providing Short-Term Post-Hospitalization Services. The below list is provided as an example of the types of Community Supports Providers that may provide Short-Term Post-Hospitalization Services but is not an exhaustive list of providers who may offer the services.
- i. Interim housing facilities with additional on-site support
 - ii. Shelter beds with additional on-site support
 - iii. Converted homes with additional on-site support
 - iv. County directly operated or contracted recuperative care facilities
 - v. Supportive housing providers
 - vi. County agencies
 - vii. Public hospital systems
 - viii. Social service agencies
 - ix. Providers of services for Members experiencing homelessness
- B. Facilities may be unlicensed. CalOptima must apply minimum standards to ensure adequate experience and acceptable quality of care standards are maintained. CalOptima can adopt or adapt local or national standards for Short-Term Post-Hospitalization Housing services. CalOptima shall monitor the provision of all the services included above. Community Supports Providers that have a state-level enrollment pathway must enroll in the Medi-Cal program, pursuant to relevant DHCS APLs, including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004. If there is no state-level enrollment pathway, CalOptima must have a process for vetting the Community Supports Provider, which may extend to individuals employed by or delivering services on behalf of the Community Supports Provider, to ensure it can meet the capabilities and standards required to be a Community Supports Provider.

ATTACHMENT B
PROCEDURES FOR REQUESTING INTERPRETATION SERVICES

ARTICLE 1
CALOPTIMA DIRECT MEMBERS

- 1.1 CalOptima Responsibilities. CalOptima shall provide Members enrolled in CalOptima Direct (COD) with face-to-face language and sign language interpretation services to ensure effective communication with Providers. Upon notification from Provider pursuant to the provisions of this Contract that interpreter services are required, CalOptima shall arrange for and make payment for interpreter services for COD Members in accordance with the procedures set forth herein.
- 1.2 Request for Interpretation Services. To request these interpretation services Provider shall, at least one week before the scheduled appointment with the Member, contact CalOptima Customer Service Department at (714) 246-8500 to be connected with the Cultural and Linguistic (C&L) Coordinator. The following information will be needed at the time of the request:
- 1.2.1 Member name and ID, date of birth and telephone number;
 - 1.2.2 Name and phone number of the caretaker, if applicable;
 - 1.2.3 Language or sign language needed;
 - 1.2.4 Date and time of the appointment;
 - 1.2.5 Address and telephone number of the facility where the appointment is to take place;
 - 1.2.6 Estimated amount of time the interpretation service will be needed; and
 - 1.2.7 Type of appointment: assessment, fitting/delivery or other.
- 1.3 Provider's Responsibilities.
- 1.3.1 C&L Coordinator. Provider shall make the request at least one week before the scheduled appointment. Provider shall communicate with the CalOptima C&L Coordinator. CalOptima C&L Coordinator will make the best effort to secure an interpreter within 72 hours of a request, and will confirm to the Provider and Member of the result of this effort.
 - 1.3.2 Appointment Changes. If there is any change with the appointment, Provider shall contact CalOptima C&L Coordinator, at least 72 hours before the scheduled appointment.
 - 1.3.3 Provider Obligation for Cost. If Provider fails to communicate with CalOptima C&L Coordinator in a timely manner (less than 72 hours before the appointment), Provider will have to incur the cost of an urgent interpretation service request.

ARTICLE 2
HEALTH NETWORK MEMBERS

- 2.1 Health Network Contact. Provider shall contact Member's Health Network customer service department to request the needed interpretation services and shall follow the Health Network policy and procedures for those services.

ATTACHMENT C

COMPENSATION

CalOptima shall reimburse Provider, and Provider shall accept as payment in full from CalOptima, the following amounts:

I. Program Reimbursement(s)

CalOptima shall reimburse for Covered Services as follows:

Housing Deposits

Service Rate	Lifetime maximum of \$5,000.00. The amount of the Housing Deposit, up to the maximum allowed
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

Housing Transition Navigation Service Rate

Bundled Payments (per Enrollee per Month (PEPM))	\$449.00 PEPM
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

Housing Tenancy and Sustaining Service Rate

Bundled Payments (per Enrollee per Month (PEPM))	\$475.00 PEPM
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

Day Habilitation Programs Service Rate

Service Rate	\$67.30 Per Day, All Inclusive
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

Short Term Post Hospitalization Housing Service Rate

Service Rate	\$120.00 Per Day, All Inclusive
HCPCS Billing Code	See DHCS guidance for specific billing codes and modifiers

ATTACHMENT D
DISCLOSURE FORM

Housing For Health Orange County, Inc.

Name of Provider

The undersigned hereby certifies that the following information regarding **Housing For Health Orange County, Inc.** (the "Provider") is true and correct as of the date set forth below:

Officer(s)/Director(s)/General Partner(s):

Co-Owner(s):

Stockholder(s) owning more than five percent (5%) of the Provider's stock:

Major creditor(s) holding more than five percent (5%) of the Provider's debt:

Form of Provider (Corporation, Partnership, Sole Proprietorship, Individual, etc.):

Date: _____

Signature: _____

Name: _____
(Please type or print)

Title: _____
(Please type or print)

ADDENDUM 1

MEDI-CAL PROGRAM

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Medi-Cal Program (COD and Health Network Members): These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

1. Records Retention. Provider shall maintain and retain all records of all items and services provided Members for a term of at least ten (10) years from the final date of the contract between CalOptima and DHCS, or from the date of completion of any audit, whichever is later. Records involving matters which are the subject of litigation shall be retained for a period of not less than ten (10) years following the termination of litigation. Provider's books and records shall be maintained within, or be otherwise accessible within the State of California and pursuant to Section 1381(b) of the Health and Safety Code. Such records shall be maintained and retained on Provider's State licensed premises for such period as may be required by applicable laws and regulations related to the particular records. Such records shall be maintained in chronological sequence and in an immediately retrievable form that allows CalOptima, and/or representatives of any regulatory or law enforcement agencies, immediate and direct access and inspection of all such records at the time of any onsite audit or review.

Microfilm copies of the documents contemplated herein may be substituted for the originals with the prior written consent of CalOptima, provided that the microfilming procedures are approved by CalOptima as reliable and are supported by an effective retrieval system. If CalOptima is concerned about the availability of such records in connection with the continuity of care to a Member, Provider shall, upon request, transfer copies of such records to CalOptima's possession.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

1. Access to Books and Records. Provider agrees to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of the Contract, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in the DHCS Contract, Exhibit E, Attachment 2, Provision 20: (a) by CalOptima, the Government Agencies, CalOptima's Regulators, DOJ, Bureau of Medi-Cal Fraud, Comptroller General and any other entity statutorily entitled to have oversight responsibilities of the COHS program, (b) at all reasonable times at Provider's place of business or at such other mutually agreeable location in California, and (c) in a form maintained in accordance with the general standards applicable to such book or record keeping for a term of at least ten (10) years from the final date of the Contract between CalOptima and DHCS, or from the date of completion of any audit, whichever is later, in which the records or data were created or applied, and for which the financial record was completed, and including, if applicable, all Medi-Cal 35 file paid claims data and encounter data for a period of at least ten (10) years from the date of expiration or termination. Provider shall provide access to all security areas and shall provide reasonable facilities, cooperation and assistance to State representatives in the performance of their duties. If DHCS, CMS, or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Provider from participation in the Medi-Cal program; seek recovery of payments made to the Subcontractor; impose other sanctions provided under the State Plan, and direct CalOptima to terminate this Contract for provision of services to CalOptima Medi-Cal Members due to fraud.

Provider shall cooperate in the audit process by signing any consent forms or documents required by but not limited to: DHCS, DMHC, Department of Justice, Attorney General, Federal Bureau of Investigation and Bureau of Medi-Cal Fraud and/or CalOptima to release any records or documentation Provider may possess in order to verify Provider's records.

This provision shall survive the expiration or termination of this Contract, whether with or without cause, by rescission or otherwise.

2. Form of Records. Provider's and its Subcontractors' books and records shall be maintained in accordance with the general standards applicable to such book or record-keeping.
3. Third Party Tort Liability/Estate Recovery. Provider shall make no claim for the recovery of the value of Covered Services rendered to a Member when such recovery would result from an action involving tort liability of a third party, recovery from the estate of deceased Member, or casualty liability insurance awards and uninsured motorist coverage. Provider shall identify and notify CalOptima, within five (5) calendar days of discovery, which shall in turn notify DHCS, of any action by the CalOptima Member involving the Tort Workers' Compensation liability of a third party or estate recovery that could result in recovery by the CalOptima Member of funds to which DHCS has lien rights under Article 3.5 (commencing with Section 14124.70), Part 3, Division 9, Welfare and Institutions Code.
4. Records Related to Recovery for Litigation.
 - 5.1 Upon request by CalOptima, Provider shall timely gather, preserve and provide to CalOptima, in the form and manner specified by CalOptima, any information specified by CalOptima, subject to any lawful privileges, in Provider's or its Subcontractors' possession, relating to threatened or pending litigation by or against CalOptima or DHCS. If Provider asserts that any requested documents are covered by a privilege, Provider shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against CalOptima or DHCS. Provider acknowledges that time may be of the essence in responding to such request. Provider shall use all reasonable efforts to immediately notify CalOptima of any subpoenas, document production requests, or requests for records, received by Provider or its Subcontractors related to this Contract or Subcontracts entered into under this Contract. Provider further agrees to timely gather, preserve, and provide to DHCS any records in Provider's or its subcontractor's possession, in accordance with the DHCS Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation" Provision.
 - 5.2 In addition to the payments provided for elsewhere in this Contract, CalOptima agrees to pay Provider for complying with Paragraph 5.1, above, as follows:
 - 5.2.1 CalOptima shall reimburse Provider amounts paid by Provider to third parties for services necessary to comply with Paragraph 5.1. Any third party assisting Provider with compliance with Paragraph 5.1 shall comply with all applicable confidentiality requirements. Amounts paid by Provider to any third party for assisting Provider in complying with Paragraph 5.1, shall not exceed normal and customary charges for similar services and such charges and supporting documentation shall be subject to review by CalOptima.
 - 5.2.2 If Provider uses existing personnel and resources to comply with Paragraph 5.1, CalOptima shall reimburse Provider as specified below. Provider shall maintain and provide to CalOptima time reports supporting the time spent by each employee as a condition of reimbursement. Reimbursement claims and supporting documentation shall be subject to review by CalOptima.
 - 5.2.2.1 Compensation and payroll taxes and benefits, on a prorated basis, for the employees' time devoted directly to compiling information pursuant to Paragraph 5.1.
 - 5.2.2.2 Costs for copies of all documentation submitted to CalOptima pursuant to Paragraph 5.1, subject to a maximum reimbursement of ten (10) cents per copied page.

5.2.2.3 Provider shall submit to CalOptima all information needed by CalOptima to determine reimbursement to Provider under this provision, including, but not limited to, copies of invoices from third parties and payroll records.

5. Medical Records. All medical records shall meet the requirements of Section 1300.80(b)(4) of Title 28 of the California Code of Regulations, and Section 1936a(w) of Title 42 of the United States Code. Such records shall be available to health care providers at each encounter, in accordance with Section 1300.67.1(c) of Title 28 of the California Code of Regulations. Provider shall ensure that an individual is delegated the responsibility of securing and maintaining medical records at each Participating Provider or Subcontractor site.
6. Downstream Contracts. In the event that Provider is allowed to subcontract for services under this Contract, and does so subcontract, then Provider shall, upon request, provide copies of such subcontracts to CalOptima or DHCS.
7. Medi-Cal Policies. Covered Services provided under this Contract shall comply with all applicable Medi-Cal Managed Care Division (MMCD) Policy Letters.
8. Medi-Cal Credentialing. If Provider is of a provider type that is not able to enroll in Medi-Cal through the DHCS, Provider shall provide an accurate, current, signed copy of the DHCS Medi-Cal Disclosure Form, DHCS-6216, or such other disclosure form as DHCS may otherwise specify to meet the requirements of Section 51000.35 of Title 22 of the California Code of Regulations, for its Providers.
9. Changes in Availability or Location of Services. Any substantial change in the availability or location of services to be provided under this Contract requires the prior written approval of DHCS. Provider's proposal to reduce or change the hours, days, or location at which the services are available shall be given to CalOptima at least 75 days prior to the proposed effective date. DHCS' denial of the proposal shall prohibit implementation of the proposed changes.
10. Confidentiality of Medi-Cal Members. Provider and its employees, agents, or Subcontractors shall protect from unauthorized disclosure the names and other identifying information concerning persons either receiving services pursuant to this Contract, or persons whose names or identifying information become available or are disclosed to Provider, its employees, or agents as a result of services performed under this Contract, except for statistical information not identifying any such person. Provider and its employees, agents, or Subcontractors shall not use such identifying information for any purpose other than carrying out Provider's obligations under this Contract. Provider and its employees, or agents shall promptly transmit to the CalOptima all requests for disclosure of such identifying information not emanating from the Member. Provider shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

Names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder. For the purpose of this Contract, all information, records, data, and data elements collected and maintained for the operation of the Contract and pertaining to Members shall be protected by Provider from unauthorized disclosure. Provider may release Medical Records in accordance with applicable law pertaining to the release of this type of information. Provider is not required to report requests for Medical Records made in accordance with applicable law. With respect to any identifiable information concerning a Member under this Contract that is obtained by Provider or its Subcontractors, Provider:

- 11.1 will not use any such information for any purpose other than carrying out the express terms of this Contract,

- 11.2 will promptly transmit to CalOptima all requests for disclosure of such information, except requests for Medical Records in accordance with applicable law,
 - 11.3 will not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than DHCS or CalOptima without CalOptima's prior written authorization specifying that the information is releasable under Title 42 CFR Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted there under, and
 - 11.4 will, at the termination of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to the Provider by CalOptima for this purpose.
12. Debarment Certification. By signing this Contract, the Provider agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 7 CFR 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.
- 12.1 By signing this Contract, the Provider certifies to the best of its knowledge and belief, that it and its principals:
 - 12.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 12.1.2 Have not within a three-year period preceding this Contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 12.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Subprovision 12.1.2 herein; and
 - 12.1.4 Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 12.1.5 Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 CFR 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 12.1.6 Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 12.2 If the Provider is unable to certify to any of the statements in this certification, the Provider shall submit an explanation to CalOptima.
 - 12.3 The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - 12.4 If the Provider knowingly violates this certification, in addition to other remedies available to the Federal Government, CalOptima may terminate this Contract for cause or default.
13. DHCS Directions. If required by DHCS, Provider and its Subcontractors shall cease specified activities for CalOptima Members, which may include, but are not limited to, referrals, assignment of beneficiaries, and reporting, until further notice from DHCS.
14. Lobbying Restrictions and Disclosure Certification.

- 14.1 (Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)
- 14.2 Certification and Disclosure Requirements
- 14.2.1 Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1 to this Addendum 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph 14.3 of this provision.
- 14.2.2 Each recipient shall file a disclosure (in the form set forth in Attachment 2 to this Addendum 1, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph 14.3 of this provision if paid for with appropriated funds.
- 14.2.3 Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 14.2.2 herein. An event that materially affects the accuracy of the information reported includes:
- 14.2.3.1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- 14.2.3.2 A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- 14.2.3.3 A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- 14.2.4 Each person (or recipient) who requests or receives from a person referred to in Paragraph 14.2.1 of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- 14.2.5 All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 14.2.1 of this provision. That person shall forward all disclosure forms to DHCS program contract manager.
- 14.3 Prohibition—Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

15. Additional Subcontracting Requirements.

- 15.1 Provider shall ensure that all Subcontracts are in writing and require that the Provider and its Subcontractors:

- 15.1.1 Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Contract, available at all reasonable times for audit, inspection, examination, or copying by CalOptima, DHCS, CalOptima's Regulators, and/or DOJ, or their designees.
- 15.1.1 Retain such books and all records and documents for a term minimum of at least ten (10) years from the final date of the DHCS Contract period or from the date of completion of any audit, whichever is later.
- 15.2 Provider shall require all Subcontracts that relate to the provision of Medi-Cal Covered Services to Members pursuant to the Contract include the following:
 - 15.2.1 Services to be provided by the Subcontractor, term of the Subcontract (beginning and ending dates), methods of extension, renegotiation, termination, and full disclosure of the method and amount of compensation or other consideration to be received by the Subcontractor.
 - 15.2.2 Subcontract or its amendments are subject to DHCS approval as provided in the DHCS Contract, and the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing the DHCS Contract.
 - 15.2.3 An agreement that the assignment or delegation of the Subcontract will be void unless prior written approval is obtained pursuant to Section 21 of this Addendum 1.
 - 15.2.4 An agreement to submit provider data, encounter data, and reports related to the Subcontract in accordance with Sections 2.23 of the Contract, and to gather, preserve, and provide any records in the Subcontractor's possession in accordance with Section 5 of this Addendum 1.
 - 15.2.5 An agreement to make all premises, facilities, equipment, books, records, contracts, computer, and other electronic systems of the Subcontractor pertaining to the goods and services furnished by Subcontractor under the Subcontract, available for purpose of an audit, inspection, evaluation, examination, or copying, in accordance with Section 6.1 of the Contract and Sections 2 and 16 of this Addendum 1.
 - 15.2.6 An agreement to maintain and make available to DHCS, CalOptima, and/or Provider, upon request, all sub-subcontracts related to the Subcontract, and to ensure all sub-contractors are in writing and require the sub-subcontractors to comply with the requirements set forth in Section 15.1 of this Addendum 1.
 - 15.2.7 An agreement to comply with CalOptima's Compliance Program (including, without limitations, CalOptima Policies), all applicable requirements or the DHCS Medi-Cal Managed Care Program, and all monitoring provisions and requests set forth in Section 16 of this Addendum 1.
 - 15.2.8 An agreement to assist Provider and/or CalOptima in the transfer of care of a Member in the event of termination of the DHCS Contract or the Contract for any reason, in accordance with Section 19 of this Addendum 1, and in the event of termination of the Subcontract for any reason.
 - 15.2.9 An agreement to hold harmless the State, Members, and CalOptima in the event the Provider cannot or will not pay for services performed by the Subcontractor pursuant to the Subcontract, and to prohibit Subcontractors from balance billing a Member as set forth in Section 4.7 of the Contract.
 - 15.2.10 An agreement to notify DHCS in the manner provided in Section 7.9 of the Contract in the event the Subcontract is amended or terminated.
 - 15.2.11 An agreement to the provision of interpreter services to Members at all provider sites as set forth in Section 2.17 of the Contract, to comply with the

language assistance standards developed pursuant to Health and Safety Code section 1367.04, and to the requirements for cultural and linguistic sensitivity as set forth in Section 2.16 or the Contract.

- 15.2.12 Subcontractors shall have access to CalOptima’s dispute resolution mechanism in accordance with Section 8.1 of the Contract.
 - 15.2.13 An agreement to participate and cooperate in quality improvement system as set forth in Section 2.12 of the Contract, and to the revocation of the delegation of activities or obligations under the Subcontract or other specified remedies in instances where DHCS, CalOptima and/or Provider determines that the Subcontractor has not performed satisfactorily.
 - 15.2.14 If and to the extent Subcontractor is responsible for the coordination of care of Members, an agreement to comply with Section 25 of this Addendum 1 and Section 6.5.3 of the Contract.
 - 15.2.15 An agreement by the Provider to notify the Subcontractor of prospective requirements and the Subcontractor’s agreement to comply with the new requirements, in accordance with Section 7.5. of the Contract.
 - 15.2.16 An agreement for the establishment and maintenance of and access to medical and administrative records as set forth in Sections 6.2 and 6.3 of the Contract and Sections 1, 3 and 6 of this Addendum 1.
 - 15.2.17 An agreement that Subcontractors shall notify Provider of any investigations into Subcontractor’s professional conduct, or any suspension of or comment on a Subcontractor’s professional licensure, whether temporary or permanent.
 - 15.2.18 An agreement requiring Subcontractor to sign a Declaration of Confidentiality pursuant to Section 6.5.3 or the Contract, which shall be signed and filed with DHCS prior to the Subcontractor being allowed access to computer files or any other data or files, including identification of Members.
16. State’s Right to Monitor. Provider shall comply with all monitoring provisions of this Contract and the DHCS Contract between CalOptima and DHCS, and any monitoring requests by CalOptima and DHCS. Without limiting the foregoing, CalOptima and authorized State and Federal agencies will have the right to monitor, inspect or otherwise evaluate all aspects of the Provider’s operation for compliance with the provisions of this Contract and applicable Federal and State laws and regulations. Such monitoring, inspection or evaluation activities will include, but are not limited to, inspection and auditing of Provider, Subcontractor, and provider facilities, management systems and procedures, and books and records as the Director of DHCS deems appropriate, at anytime, pursuant to 42 CFR Section 438.3(h). The monitoring activities will be either announced or unannounced. To assure compliance with the Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to premises access, with or without notice to the Provider. The monitoring activities will be either announced or announced. Staff designated by authorized State agencies will have access to all security areas and the Provider will provide, and will require any and all of its subcontractors to provide, reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of the Provider and/or the subcontractor(s).
17. Provider shall comply with language assistance standards developed pursuant to Health & Safety Code Section 1367.04.
18. Air or Water Pollution Requirements. Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5. Provider agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

19. Prior to the termination or expiration of this Contract, including termination due to termination or expiration of CalOptima's DHCS Contract, and upon request by DHCS or CalOptima to assist in the orderly transfer of Members' medical care and all necessary data and history records to DHCS or a successor DHCS Contractor, the Provider shall make available to DHCS and/or CalOptima copies of medical records, patient files, and any other pertinent information, including information maintained by any Subcontractor necessary for efficient case management of Members, and the preservation, to the extent possible, of Member-Provider relationships. Costs of reproduction shall be borne by DHCS and CalOptima, as applicable.
20. This Contract shall be governed by and construed in accordance with all laws and applicable regulations governing the DHCS Contract between CalOptima and DHCS.
21. Provider agrees that the assignment or delegation of this Contract or Subcontract, either in whole or in part, will be void unless prior written approval is obtained from DHCS and CalOptima, as applicable, provided that approval may be withheld in their sole and absolute discretion. For purposes of this Section, and with respect to this Contract and any Subcontracts, as applicable, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider or Subcontractor (whether in a single transaction or in a series of transactions); (ii) the change or more than twenty-five percent (25%) of the directors or trustees of Provider or Subcontractor; (iii) the merger, reorganization, or consolidation of Provider or Subcontractor, with another entity with respect to which Provider or Subcontractor is not the surviving entity; and/or (iv) a change in the management of Provider or Subcontractor from management by persons appointed, elected or otherwise selected by the governing body of Provider or Subcontractor (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
22. Provider further agrees to timely gather, preserve, and provide to DHCS any records in the Provider's or its Subcontractor's possession, in accordance with the State Contract, Exhibit E, Attachment 2, "Records Related to Recovery for Litigation Provision".
23. Provider agrees to assist CalOptima in the transfer of care in the event of any Subcontract termination for any reason.
24. Notwithstanding anything in this Contract to the contrary, Provider shall be entitled to the protections of the Health Care Providers' Bill of Rights, California Health and Safety Code section 1375.7, in the administration of this Contract relative to the Medi-Cal program.
25. If and to the extent that the Provider is responsible for the coordination of care for Members, CalOptima shall share with Provider, in accordance with the appropriate Declaration of Confidentiality signed by Provider and filed with DHCS, any utilization data that DHCS has provided to CalOptima, and Provider shall receive the utilization data provided by CalOptima and use it as the Provider is able for the purpose of Members care coordination.

ADDENDUM 2
MEDICARE ADVANTAGE PROGRAM
(ONECARE)

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Medicare Advantage Program (OneCare):

1. **Record Retention.** Provider agrees to retain books, records, Member medical, Subcontractor and other records for at least ten (10) years from the final date of the contract between CalOptima and DHCS, or the date of completion of any audit, whichever is later, unless a longer period is required by law.
2. **Right of Inspection, Evaluation, Audit of Records.** Provider and its Subcontractors agree to maintain and make available contracts, books, documents, and records involving transactions related to the Contract to CalOptima, DMHC, DHHS, the Comptroller General, the U.S. General Accounting Office (“GAO”), any Quality Improvement Organization (“QIO”) or accrediting organizations, including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the Provider’s provision of health care services to Members, the cost of such services, and payments received by Provider from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.
3. **Accountability Acknowledgement.** Provider further agrees and acknowledges that CalOptima oversees and is accountable to CMS for functions or responsibilities described in MA regulations; that CalOptima may only delegate activities or functions in a manner consistent with the MA program delegation requirements; and that any services or other activities performed by Provider pursuant to the Contract are consistent and comply with CalOptima’s contractual obligations with CMS and adhere to delegation requirements set forth by MA statutes, regulations and/or other guidance. Where delegated responsibilities are identified in this Contract, the following shall apply:
 - 3.1 **Delegation by CalOptima.** To the extent that responsibilities are delegated to Provider under this Contract, Provider warrants that it meets CalOptima delegation criteria set forth in the Delegation Acknowledgement and Acceptance Agreement attached to this Contract, if applicable, and agrees to accept delegated responsibility for those listed activities. Provider agrees to perform the delegated activities in a manner consistent with the delegation criteria. Provider agrees to notify CalOptima of any change in its eligibility under the delegation criteria within twenty-four (24) hours from the date it fails to meet such delegation criteria. Provider acknowledges that delegation to another entity does not alter Provider’s ultimate obligations and responsibilities set forth in this Contract. Provider acknowledges and agrees that CalOptima retains final authority and responsibility for activities delegated under this Contract. Activities not expressly delegated herein by CalOptima or for which delegation is terminated are the responsibility of CalOptima.
 - 3.2 **Reports on Delegated Activities.** Provider agrees to provide CalOptima with periodic reports on delegated activities performed by Provider as provided in the delegation criteria. The report shall be in a form and contain such information as shall be agreed upon between the parties. Provider agrees to take those corrective actions identified by CalOptima through the audit review process.
 - 3.3 **CalOptima Oversight of Delegation.** The delegation of the functions and responsibilities stated herein does not relieve CalOptima of any of its accountability to CMS and

obligations to its Members under applicable law. CalOptima is authorized to perform and remains liable for the performance of such obligations, notwithstanding any delegation of some or all of those obligations by Provider, which will be monitored by CalOptima on an ongoing basis. In the event Provider breaches its obligation to perform any delegated duties, CalOptima shall have all remedies set forth in this Contract, including, but not limited to, penalties or termination of the delegation of such functions to Provider as set forth in this Contract. Moreover, CalOptima shall have the right to require Provider to terminate any Subcontracting provider for good cause, including but not limited to breach of its obligations to perform any delegated duties.

3.4 Review of Credentials. Provider shall ensure that the credentials of medical professionals affiliated with the Provider are reviewed by it. Provider agrees that CalOptima will review and approve Provider's credentialing process on ongoing basis.

4. COB Requirements.

4.1 MSP Obligations. Provider agrees to comply with Medicare Secondary Payer ("MSP") requirements. Provider shall coordinate with CalOptima for proper determination of COB and to bill and collect from other payers and third-party liens such charges for which the other payer is responsible. Provider agrees to establish procedures to effectively identify, at the time of service and as part of their claims payment procedures, individuals and services for which there may be a financially responsible party other than MA Program. Provider will bill and collect from other payers such amounts for Covered Services for which the other payer is responsible.

4.2 Provider Authority to Bill Third Party Payers. Provider may bill other individuals or entities for Covered Services for which Medicare is not the primary payer, as specified herein. If a Medicare Member receives Covered Services from Provider that are also covered under state or federal workers' compensation, any no-fault insurance, or any liability insurance policy or plan, including a self-insured plan, Provider may bill any of the following— (1) the insurance carrier, the employer, or any other entity that is liable for payment for the services under section 1862(b) of the Act and 42 C.F.R. part 411 or (2) the Medicare enrollee, to the extent that he or she has been paid by the carrier, employer, or entity for covered medical expenses.

5. Reporting Requirements. Provider shall comply with CalOptima's reporting requirements in order that it may meet the requirements set forth in MA laws and regulations for submitting encounter and other data including, without limitation, 42 CFR § 422.516. Provider also agrees to furnish medical records that may be required to obtain any additional information or corroborate the encounter data.

6. Submission and Prompt Payment of Claims. Provider agrees to submit claims to CalOptima in such format as CalOptima may require (but at minimum the CMS forms 1500, UB 04 or other form as appropriate) within ninety (90) days after the services are rendered. CalOptima reserves the right to deny claims that are not submitted within ninety (90) days of the date of service, except where Provider bills a third party payor as primary. Provider agrees to refrain from duplicate billing any claims submitted to CalOptima, unless expressly approved by CalOptima in order to process coordination of benefit claims. CalOptima shall provide payment to Provider within forty-five (45) business days of CalOptima's receipt of a clean and uncontested claim from Provider, or, CalOptima will contest or deny Provider's claim within forty-five (45) business days following CalOptima's receipt thereof.

ADDENDUM 3
CAL MEDICONNECT PROGRAM REQUIREMENTS

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Cal MediConnect Program. These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

1. Provider shall provide services or perform other activity pursuant to this Contract in accordance with (i) applicable DHCS and CMS laws, regulations, instructions, including, but not limited to 42 CFR Sections 422.504, 423.505, 438.3(k), and 438.414, (ii) contractual obligations with CalOptima, and (iii) CalOptima's contractual obligations to CMS and DHCS.
2. Provider shall (i) safeguard Member privacy and confidentiality of Member health records (ii) comply with all federal and state laws and regulations regarding confidentiality and disclosure of medical records, or other health and enrollment information, (iii) ensure that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (iv) maintain the records and information in an accurate and timely manner, (v) ensure timely access by Members to the records and information that pertain to them, and (vi) comply with all DHCS and CMS confidentiality requirements.
3. The performance of the Provider and its Downstream Entities is monitored by CalOptima on an ongoing basis and CalOptima may impose corrective action as necessary. Provider shall comply with all CalOptima and DHCS monitoring of performance and any monitoring requests by CalOptima and DHCS.
4. Provider shall also allow CalOptima to use performance data for purposes including, but not limited to, quality improvement activities, monitoring, and, public reporting to consumers as identified in CalOptima policy.
5. Provider shall submit timely and accurate encounter data and other data and reports required by CalOptima and CalOptima's Regulators as provided in this Contract and in CalOptima's Policies.
6. Provider shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. Provider shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. Provider shall, in its policies, administration, and services, practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, fostering in staff and Subcontractors attitudes and interpersonal communication styles that respect Members' cultural and ethnic backgrounds. Provider shall provide translation of written materials in the Threshold Languages and Concentration Languages identified by CalOptima at no higher than the sixth (6th) grade reading level.
7. Provider shall not close or limit their practice or acceptance of CalOptima Members as patients unless the same limitations apply to all commercially insured Members as well.
8. Provider shall not be prohibited from communicating or advocating on behalf of a Member who is a prospective, current, or former patient of Provider. Provider may freely communicate the

provisions, terms or requirements of CalOptima's health benefit plans as they relate to the needs of such Member; or communicate with respect to the method by which such Provider is compensated by the Contractor for services provided to the Member. CalOptima will not refuse to contract or pay Provider for the provision of covered services under the CalOptima Cal MediConnect Program solely because Provider has in good faith communicated or advocated on behalf of a Member as set forth above.

9. CMS Participation Requirements. Provider represents and warrants that: (i) neither Provider nor any of its employees or agents furnishing services under this Contract are excluded from participating in any federal or state healthcare program as defined in 42 U.S.C. Section 1320a-7b(f) ("Federal Health Care Program(s)"); (ii) Provider has not arranged or contracted with (by employment or otherwise) with any employee, contractor or agent that Provider knows or should know are excluded from participation in Federal Health Care Programs; (iii) no action is pending against Provider or any of its employees or agents performing services under this Contract to suspend or exclude such persons or entities from participation in any Federal Health Care Program; and (iv) Provider agrees to immediately notify CalOptima in the event that it learns that it is or has employed or contacted with a person or entity that is excluded from participation in any Federal Health Care Program. In the event Provider fails to comply with the above, CalOptima reserves the right to require Provider to pay immediately to CalOptima, the amount of any sanctions or other penalties that may be imposed on CalOptima by DHCS and/or CMS for violation of this prohibition, and Provider shall be responsible for any resulting overpayments.

10. Downstream Entity Contracts.
 - A. If any services under this Contract are to be provided by a Downstream Entity on behalf of Provider, Provider shall ensure that such subcontracts are in compliance with 42 CFR Sections 422.504, 423.505, 438.3(k), and 438.414. Such subcontracts shall include all language required by DHCS and CMS as provided in this Contract, including but not limited to, the following:
 - i. An agreement that any services or other activity performed under the subcontract shall comply with Section 1 of this Addendum 4 and Section 2.20 of the Contract.
 - ii. An agreement to (i) Member financial protections in accordance with Section 4.7 of the Contract, including prohibiting Downstream Entities from holding a Member liable for payment of any fees that are the obligation of the Provider, and (ii) safeguard Member privacy and confidentiality of Member health records.
 - iii. An agreement to comply with the inspection, evaluation, and/or auditing requirements of Section 11 of this Addendum 4 and the reporting requirements of Section 5 of this Addendum 4.
 - iv. An agreement to (i) the revocation of the delegation activities and related reporting requirements or other specified remedies in accordance with Section 12 of this Addendum 4 and 2.14 of the Contract, and (ii) monitoring and corrective action in accordance with Section 3 of this Addendum 4.
 - v. If the subcontract is for credentialing of medical providers, an agreement to the requirements of Section 13 of this Addendum 4.
 - vi. An agreement to provide a written statement to provider of the reason(s) for termination for cause as set forth in Section 14 of this Addendum 4.
 - vii. Language that specifies the Downstream Entities and related entities must comply with the federal and state laws, regulations and CMS instructions.

- viii. Notify DHCS in the even the agreement with the subcontract is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first-class registered mail, postage attached.
- B. In addition to Section 10.A of this Addendum 4, Provider shall further ensure any subcontracts with its Downstream Entities for medical providers include the following:
- i. Term of the subcontract (beginning and ending dates), methods of extension, renegotiation, termination, and full disclosure of the method and amount of compensation or other consideration to be received from the Provider.
 - ii. An agreement that the contracted medical providers are paid under the terms of the Subcontract, including but not limited to, a mutually agreeable prompt payment provision.
 - iii. An agreement that services are provided in a culturally competent manner to all Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds, in accordance with Section 6 of this Addendum 4.
 - iv. An agreement to comply with (i) the confidentiality requirements of Member records and information in accordance with Section 2 of this Addendum 4.
 - v. An agreement that (i) providers shall not close or otherwise limit their acceptance of Members as patients unless the same limitations apply to all commercially insured Members, and (ii) Members shall not be held liable for Medicare Part A and B cost sharing in accordance with Section 4.7.1 of the Contract and Section 19 of this Addendum.
 - vi. An agreement regarding (i) provider communication or advocacy on behalf of Members as set forth in Section 8 of this Addendum 4, and (ii) specified circumstances where indemnification is not required by provider as set forth in Section 16 of this Addendum 4.
 - vii. An agreement that the medical provider assist the Provider and/or CalOptima in the transfer of care of a Member in accordance with Section 15 of this Addendum.
 - viii. An agreement (i) that the assignment or delegation of the subcontract will be void unless prior written approval is obtained pursuant to Section 17 of this Addendum 4, and (ii) to notify DHCS in the manner set forth in Section 7.9 of the Contract in the event the subcontract is amended or terminated.
 - ix. An agreement to (i) gather, preserve, and provide records as set forth in Section 18 of Addendum 4, and (ii) provider’s right to submit a grievance in accordance with Section 8.1 of the Contract for issues arising under the subcontract related to the provision of services to CalOptima Members under the Cal MediConnect Program, as provided in CalOptima Policies relative to the Cal MediConnect Program, and excluding any contract disputes between Provider and medical provider, particularly regarding, but not limited to, payment for services under the subcontract.
 - x. An agreement to (i) participate and cooperate in quality improvement system as set forth in Section 2.12 of the Contract, and (ii) the provision of interpreter services for Members at all provider sites in accordance with Section 2.17 of the Contract.
11. Right of Inspection, Evaluation, and Audit of Records. Provider and its Downstream Entities agree to maintain and make available contracts, books, documents, records, computer, other electronic systems, medical records, and any pertinent information related to the Contract to CalOptima, DMHC, HHS, the Comptroller General, the U.S. General Accounting Office (“GAO”), any Quality Improvement Organization (“QIO”) or accrediting organizations,

including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the Provider's provision of health care services to Members, the cost of such services, and payments received by Provider from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.

12. Provider and its Downstream Entities agree to the revocation of the delegation of activities or obligations and related reporting requirements or other remedies set forth in Section 2.12 of the Contract in instances where CMS, DHCS, and/or CalOptima determines that the Provider and/or its Downstream Entities have not performed satisfactorily.
13. Review of Credentials. Provider shall ensure that the credentials of medical professionals affiliated with the Provider are reviewed by it. Provider agrees that CalOptima will review, approve, and audit Provider's credentialing process on ongoing basis.
14. Provider Terminations. In the event a provider is terminated for cause by Professional, Provider shall provide the provider with written notice of the reason or reasons for the action and as required by applicable Federal and State laws. In the event Provider terminates a provider for deficiencies in the quality of care provided, Provider shall give notice of the action to the appropriate licensing and disciplinary agencies.
15. In addition to Section 2.15 of the Contract, Provider agrees to assist CalOptima in the transfer of care of a Member. Provider shall further assist CalOptima in the transfer of care of a Member in the event of Subcontract termination for any reason.
16. Provider is not required to indemnify CalOptima for any expenses and liabilities, including, without limitation, judgments, settlements, attorneys' fees, court costs and any associated charges, incurred in connection with any claim or action brought against CalOptima based on CalOptima's management decisions, utilization review provisions, or other policies, guidelines, or actions relative to CalOptima Cal MediConnect Program.
17. Assignment or Delegation. Provider agrees that the assignment or delegation of this Contract or subcontract, either in whole or in part, will be void unless prior written approval is obtained from DHCS and CalOptima, as applicable, provided that approval may be withheld in their sole and absolute discretion. For purposes of this Section, and with respect to this Contract and any subcontracts, as applicable, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in Provider or Downstream Entity (whether in a single transaction or in a series of transactions); (ii) the change of more than twenty-five percent (25%) of the directors or trustees of Provider or Downstream Entity; (iii) the merger, reorganization, or consolidation of Provider or Downstream Entity, with another entity with respect to which Provider or Downstream Entity is not the surviving entity; and/or (iv) a change in the management of Provider or Downstream Entity from management by persons appointed, elected or otherwise selected by the governing body of Provider or Downstream Entity (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
18. Provider agrees to timely gather, preserve, and provide to DHCS or CalOptima, as applicable, any records in the Provider's or its Subcontractor's possession.

19. In addition to Section 4.7.1 of the Contract, Provider acknowledges and agrees that Medicare Parts A and B services shall be provided at zero-cost sharing to Members.

Addendums – Attachment 1

**STATE OF CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Housing For Health Orange County, Inc.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Department of Health Care Services
Medi-Cal Managed Care Division
MS 4415, 1501 Capitol Avenue, Suite 71.4001 P.O.
Box 997413
Sacramento, CA 95899-7413

If Provider Lobby , Please check this box

Addendums – Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

0348-0046

<p>1. Type of Federal Action:</p> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement <input type="checkbox"/> loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	<p>3. Report Type: initial <input type="checkbox"/> initial filing <input type="checkbox"/> material change</p> <p>For Material Change Only: Year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime _____ Subawardee _____ Tier, if known: _____</p> <p>Congressional District, If known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>(attach Continuation Sheets(s))</p>	<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p>SF-LLL-A, If necessary)</p>	
<p>Amount of Payment (check all that apply): \$ _____ actual _____ planned _____</p>	<p>13. Type of Payment (Check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<p>Form of Payment (check all that apply):</p> <p>a. <input type="checkbox"/> cash b. <input type="checkbox"/> in-kind, specify: _____ Nature _____</p>	<p>Value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p> <p align="center">(Attach Continuation Sheet(s) SF-LLL-A, If necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A Attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: : _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL- A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

Identify the status of the covered federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.

Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.

Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CDFA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."

For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

10. (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503

Signature:

Email: yunkyung.kim@caloptima.org

AMENDMENT 1 TO
ANCILLARY SERVICES CONTRACT

This Amendment 1 to the Ancillary Services Contract (“**Amendment**”) is effective as of October 1, 2022 (“**Effective Date**”), by and between Orange County Health Authority, a Public Agency, dba CalOptima Health (“**CalOptima**”), and Housing For Health Orange County, Inc. (“**Provider**”), with respect to the following:

RECITALS

- A. CalOptima and Provider entered into an Ancillary Services Contract, by which Provider has agreed to provide or arrange for the provision of Covered Services to Members.
- B. CalOptima and Provider wish to revise Provider’s insurance limits.
- C. CalOptima and Provider desire to amend this Contract on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. Article 5, Section 5.3, Provider Commercial General Liability (“CGL”)/Automobile Liability shall be deleted in its entirety and replaced with the following:
 - “5.3 Provider Commercial General Liability (“CGL”)/Commercial Crime Liability/Automobile Liability. Provider at its sole cost and expense shall maintain such policies of commercial general liability, commercial crime liability, and automobile liability and other insurance as shall be necessary to insure it and its’ business address(es), customers (including Members), employees, agents, and representatives against any claim or claims for damages arising by reason of a) personal injuries or death occasioned in connection with the furnishing of any Covered Services hereunder, b) the use of any property of the Provider, and c) activities performed in connection with the Contract, with minimum coverage of:
 - 5.3.1 Commercial General Liability of \$1,000,000 per incident/\$2,000,000 aggregate per year.
 - 5.3.2 Commercial Crime Liability of \$250,000 aggregate per year.
 - 5.3.3 Automobile Liability of \$500,000 combined single limit.”
- 2. CONTRACT REMAINS IN FULL FORCE AND EFFECT – Except as specifically amended by this Amendment 1, all other conditions contained in the Contract as previously amended shall continue in full force and effect.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, CalOptima and Provider have executed this Amendment 1.

FOR PROVIDER:

FOR CALOPTIMA:

Heather Stratman

Yunkyung Kim
Yunkyung Kim (Sep 19, 2022 11:45 PDT)

Signature

heather stratman)

Signature

Yunkyung Kim

Print Name

Chief Administrative Officer

Print Name

Chief Operating Officer

Title

Sep 18, 2022

Title

Sep 19, 2022

Date

Date

Families Forward

August 22, 2023

To Whom It May Concern:

Families Forward will utilize 0.5 FTE of a Mental Health Counselor as a healthcare resource for families in the Rapid Rehousing for Families Program. This total amounts to \$46,000. Based on history, Families Forward anticipates approximately 20 of the 30 families (over 66%) served by this grant will access mental health services. Families Forward commits to this healthcare resource match for the grant term of 7/1/2024 to 6/30/2025.

Sincerely,



Madelynn Hirneise
Chief Executive Officer



August 22, 2023

County of Orange
Office of Care Coordination
Attention: Felicia Boehringer
601 N. Ross St., 5th Floor
Santa Ana, CA 92701

Dear Ms. Boehringer,

As the Director of Community Health Investments for Providence Mission Hospital in Orange County Region, I am pleased to support Families Forward in their application for HUD funding through the Orange County Continuum of Care, for Rapid Rehousing support services for families with high service needs. Providence Mission Hospital is committed to improving the health and quality of life of the people we serve. A cornerstone of the work we do is through partnerships, working with others “of like minds” to create change. We work with dozens of local non-profits, faith-based organizations, civic leaders and local residents to understand and respond to the needs of the community. Providence Mission Hospital dedicates resources to improve the health and quality of life for the communities it serves, with special emphasis on the needs of the economically poor and vulnerable.

Families Forward is a critical safety net organization working towards preventing and ending family homelessness in Orange County and knows the specific needs of families with high service needs. Families Forward has been providing Rapid Rehousing services to high barrier families since 2008. These barriers tend to include things like larger family size, repeated entry into the Coordinated Entry System or a criminal history, complex disability and from undeserved communities. Families Forward offers each family an array of supportive services that include mental health counseling, career coaching, housing navigation, case management, weekly food pantry access, referrals to childcare, transportation, healthcare, and more.

MISSION HOSPITAL — Laguna Beach and Mission Viejo

Mission4Health.com

31872 Coast Highway
Laguna Beach, CA 92651
(949) 499-1311

27700 Medical Center Rd.
Mission Viejo, CA 92691
(949) 364-1400



A Ministry founded by the Sisters of St. Joseph of Orange



Families Forward's history of service and demonstrated ability to meet and exceed contract performance measures and fiscal accountability make them an ideal organization to provide Rapid Rehousing services on behalf of the County of Orange. On behalf of Providence Mission Hospital, I wholeheartedly support the Families Forward application to provide Rapid Rehousing services for families. We will continue to partner with Families Forward to provide social service and medical resources, ensuring that access to critical healthcare resources is available to families that need it most.

Sincerely,

A handwritten signature in black ink that reads "C. Cornwall".

Christy Cornwall, MPH, CHES
Director, Community Health Investment – Southern California Region

MISSION HOSPITAL — Laguna Beach and Mission Viejo

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August 22, 2023

County of Orange
Office of Care Coordination
Attention: Felicia Boehringer
601 N. Ross St., 5th Floor
Santa Ana, CA 92701



Dear Ms. Boehringer,

As the Chief Executive Officer of Share Our Selves (SOS), I am pleased to support Families Forward in their application for HUD funding through the Orange County Continuum of Care, to Rapid Rehousing support services for families with high service needs. SOS is a nationally recognized federally qualified health center providing high quality, comprehensive safety net services to the Orange County community. We are one of 300 health centers nationally designated as a Healthcare for the Homeless provider. SOS is a patient-centered medical home and values the concept of the right person, the right treatment, at the right time.

Families Forward is a critical safety net organization working towards preventing and ending family homelessness in Orange County and knows the specific needs of families with high service needs. Families Forward has been providing Rapid Rehousing services to high barrier families since 2008. These barriers tend to include things like larger family size, repeated entry into the Coordinated Entry System or a criminal history, complex disability and from undeserved communities. Families Forward offers each family an array of supportive services that include mental health counseling, career coaching, housing navigation, case management, weekly food pantry access, referrals to childcare, transportation, healthcare, and more.

Families Forward's history of service and demonstrated ability to meet and exceed contract performance measures and fiscal accountability make them an ideal organization to provide Rapid Rehousing services on behalf of the County of Orange. On behalf of SOS, I wholeheartedly support the Families Forward application to provide Rapid Rehousing services for families. We will continue to partner with Families Forward to provide medical and dental resources, ensuring that access to critical healthcare resources is available to families that need it most.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christy Ward", is written over a faint, light blue background graphic of a person's silhouette.

Christy Ward
Chief Executive Officer