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 2022 CoC Program Competition Notice of Funding Opportunity (NOFO) for specific application and program requirements.
2. The FY 2022 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 2022 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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 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: People for Irvine Community Health

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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

1B-1.	**Inclusive Structure and Participation–Participation in Coordinated Entry.**	
	NOFO Sections VII.B.1.a.(1), VII.B.1.e., VII.B.1.p., and VII.B.1.r.	

	In the chart below for the period from May 1, 2021 to April 30, 2022:
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.	Agencies serving survivors of human trafficking	Yes	Yes	Yes
3.	CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
4.	Disability Advocates	Yes	Yes	Yes
5.	Disability Service Organizations	Yes	Yes	Yes
6.	EMS/Crisis Response Team(s)	Yes	Yes	No
7.	Homeless or Formerly Homeless Persons	Yes	Yes	Yes
8.	Hospital(s)	Yes	Yes	No
9.	Indian Tribes and Tribally Designated Housing Entities (TDHEs) (Tribal Organizations)	Nonexistent	No	No
10.	Law Enforcement	Yes	Yes	Yes
11.	Lesbian, Gay, Bisexual, Transgender (LGBTQ+) Advocates	Yes	Yes	Yes
12.	LGBTQ+ Service Organizations	Yes	Yes	Yes
13.	Local Government Staff/Officials	Yes	Yes	Yes
14.	Local Jail(s)	Yes	No	Yes
15.	Mental Health Service Organizations	Yes	Yes	Yes
16.	Mental Illness Advocates	Yes	Yes	Yes

17.	Organizations led by and serving Black, Brown, Indigenous and other People of Color	Yes	Yes	Yes
18.	Organizations led by and serving LGBTQ+ persons	Yes	Yes	Yes
19.	Organizations led by and serving people with disabilities	Yes	Yes	Yes
20.	Other homeless subpopulation advocates	Yes	Yes	Yes
21.	Public Housing Authorities	Yes	Yes	Yes
22.	School Administrators/Homeless Liaisons	Yes	Yes	Yes
23.	State Domestic Violence Coalition	Yes	Yes	Yes
24.	State Sexual Assault Coalition	Yes	Yes	Yes
25.	Street Outreach Team(s)	Yes	Yes	Yes
26.	Substance Abuse Advocates	Yes	Yes	Yes
27.	Substance Abuse Service Organizations	Yes	Yes	Yes
28.	Victim Service Providers	Yes	Yes	Yes
29.	Domestic Violence Advocates	Yes	Yes	Yes
30.	Other Victim Service Organizations	Yes	Yes	Yes
31.	Youth Advocates	Yes	Yes	No
32.	Youth Homeless Organizations	Yes	Yes	Yes
33.	Youth Service Providers	Yes	Yes	Yes
	Other: (limit 50 characters)			
34.	Commission to End Homelessness	Yes	Yes	Yes
35.				

1B-2.	Open Invitation for New Members.	
	NOFO Section VII.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 with individuals with disabilities, including the availability of accessible electronic formats;
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 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 and through email distribution lists reaching hundreds in the community. The process to join the CoC membership has been simplified to encourage participation from a diverse stakeholder, including public health, behavioral health and healthcare providers, employment organizations, affordable housing developers, victim service organizations, youth service providers, advocates, and people with current or past lived experience of homelessness. The email distribution method ensures effective communication with individuals with disabilities and increases accessibility to the pubic 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 has established the Lived Experience Advisory Committee 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 taken strides to incorporate people with lived expertise of homelessness in the operations of programs and services, in addition to have representation in Boards.
The CoC Collaborative Applicant 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 Collaborative Applicant 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 has included providing an overview of the CoC and invitations to participate in future meetings to help address LGBTQ+ and racial disparities and 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 VII.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; and
3.	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 Orange County Continuum of Care (CoC) has monthly and bi-monthly meetings that are open to the public, including the CoC Board and Policies, Procedures and Standards (PPS) Committee, which encourage participation from a broad array of organizations and individuals that have knowledge of homelessness or an interest in preventing and ending homelessness by providing an opportunity for public comment and input on policy and program discussions. Meeting agendas with accompanying materials are posted at least 72 hours in advance, and presentations and minutes are made available to the public following the meeting. Items are presented at minimum at one CoC Committee for discussion and feedback prior to consideration by the CoC Board thus ensuring community engagement and input.
Meetings are well attended by stakeholders, including CoC-funded agencies, community- and faith-based organizations, cities, ESG-entitlement jurisdictions, legal aid organizations, advocate groups, and people with current or past experience of homelessness. Participation includes representation of racial and ethnic groups that are overrepresented in the local homeless population to help promoting racial equity and improvements or new approaches to preventing and ending homelessness. The CoC has representation in the Commission to End Homelessness which largely focusses on homelessness policy for the County of Orange and provides direct service perspective and input and engages leaders within the system of care.
The CoC Collaborative Applicant coordinated and facilitated listening sessions and focus groups where organizations, community members and individuals with current or past experience of homelessness are able to discuss strategies and efforts 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. The CoC provides an opportunity for written feedback using online surveys and email communication. Additionally, to encourage participation from a broad array of organizations and individuals, these were announced through email distribution lists and included an opportunity to provide feedback through online surveys. This information has been compiled and presented to the CoC Board for discussion, action, and inclusion in the CoC's vision and strategic plan to address homelessness.

1B-4.	Public Notification for Proposals from Organizations Not Previously Awarded CoC Program Funding.	
	NOFO Section VII.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.	how your CoC effectively communicated with individuals with disabilities, including making information accessible in electronic formats.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) makes public notification for proposals in response to the local competition process through announcements at public meetings, including the CoC Board and CoC Committees, through email distribution lists, posting on the CoC webpage, and through the utilization of a contact list comprised of all agencies operating a human served contract for the County of Orange (County) that is generated by the County Procurement Office for targeted outreached. The email distribution lists and targeted outreached reach hundreds of organizations, the majority being non-CoC Program funded, and stakeholders in the community, as these have been compiled over the years.

The CoC issued a Request for Proposals (RFPs) for the CoC Bonus, Domestic Violence Bonus, and Reallocation funding as recommended by the CoC Board on August 24, 2022. The RFPs clearly outline the threshold, technical, document and quality requirements of the new proposed projects, as well as information related to the start and end date of solicitation process, target populations, eligible project types, and submission process. The CoC Collaborative Applicant accepted questions via telephone and email and provided technical assistance via telephone and/or teleconferencing technology related to the local CoC Program competition process to interested applicants, including those who may not be as familiar with the CoC Program. By making public notification via email, online communications and meeting announcements, the CoC Collaborative Applicant was able to ensure effective communication with individuals with disabilities.

The CoC Collaborative Applicant identified two ad hocs of non-conflicted members that would evaluate proposals as described in the review and ranking section of the RFP, one for proposals submitted under the CoC Bonus and Reallocation funding and one for proposals submitted under the Domestic Violence Bonus. The ad hocs reviewed the proposals individually and then met to have a collective discussion on the proposals, including strengths and weaknesses of each proposal. The ad hocs reached unanimous consensus on the proposals to be recommended for inclusion in the project priority listings to be submitted to HUD for funding to the CoC Board for approval during the September 14, 2022, meeting. The selected proposals and declined proposals were notified of their status on September 14, 2022, following action from the CoC Board.

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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
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- Frequently Asked Questions

1C-1.	**Coordination with Federal, State, Local, Private, and Other Organizations.**	
	NOFO Section VII.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 Nonexistentif 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)	Nonexistent
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.		

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

	Describe in the field below how your CoC:
1.	consulted with ESG Program recipients in planning and allocating ESG and ESG-CV 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 within your CoC's geographic area so it could be addressed in Consolidated Plan update.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) coordinated with the five ESG-entitlement jurisdictions in Orange County, inclusive of the Cities of Anaheim, Garden Grove, Irvine and Santa Ana and the County of Orange, for the planning and allocation of ESG and ESG-CV 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, Coordinated Entry System involvement, planning and implementation process.
The CoC Collaborative Applicant routinely participates in higher-level discussions regarding housing priorities impacting the CoC's homeless population as well as conducts a gap and needs assessment to identify priorities for funding. 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 been working to train 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 sub-recipient data management systems 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 Point In Time (PIT) and Housing Inventory Count (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 sub-recipient 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 VII.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 AAQs or requesting technical assistance to resolve noncompliance of service providers.	No
6.	Other. (limit 150 characters)	

1C-4.	CoC Collaboration Related to Children and Youth–SEAs, LEAs, School Districts.	
	NOFO Section VII.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 VII.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 Orange County Continuum of Care (CoC) has a seat for a McKinney Vento representation on the CoC Board. That seat is filled by a staff person from the Orange County Department of Education (OCDE). The CoC has regular contact with the OCDE to discuss the efforts to prevent and address homelessness in the CoC and provide opportunity for further education and 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, and provides regular presentations on how to connect and coordinate with the Local Education Agencies (LEA) and state education agency (SEA) in public Kinder to 12th grade education and national agencies serving families at risk of homelessness and experiencing homelessness.
Ongoing collaborative partnerships between LEAS, McKinney-Vento Liaisons and OCDE HOPES Collaborative with CoC-funded agencies, CoC member agencies, Coordinated Entry System (CES) access points for families and the Family Solutions Collaborative (FSC) for housing education, access, services, and support.
The CoC regularly ensures appropriate and current information is being provided to individuals and families who become homeless and may need to access education services. Printed materials are available in English and Spanish, and support and services are provided in the preferred language.
On the local level OCDE HOPES Collaborative provides technical assistance, education and outreach to schools and public charter schools in Orange County and liaisons with school personnel, families, the community, service providers and agencies on McKinney-Vento Homeless Education and housing assistance via the CoC and CES. The FSC, a coalition of family service nonprofits, provides information, resources and trainings on how to best connect families at risk of homelessness or experiencing homelessness and further support the work of OCDE HOPES Collaborative McKinney Vento Liaison Network to connect and access housing assistance. FSC often meets with families at school during drop-off and pick-up times to facilitate access to services. At least 80 percent of the homeless service agencies serving families, households with minor children, collaborate with LEAs across 20 school districts and seven universities. Of these approximately one-third are formal partnerships in the form of Memorandum of Understanding and Letter of Agreements.

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

Describe in the field below written policies and procedures your CoC adopted 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 U.S. Department of Education, has Local Education Agencies (LEAs) designate a McKinney- Vento liaison that coordinates with the CoC and have developed 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 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 of homeless student(s),
6.Assist students in obtaining referrals to health care, dental, mental health, substance abuse, housing, and other 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, mainstream benefits and supportive services.

In instances when the family is fleeing domestic violence, the CoC victim service provider and McKinney-Vento Liaison support the family in enrolling the child(ren) into a school of their choice and work to ensure their safety and educational rights.
The Orange County CoC will be working 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 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 homeless and at risk of becoming homeless (couch-surfers).

1C-4c.	Written/Formal Agreements or Partnerships with Early Childhood Services Providers.	
	NOFO Section VII.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–Collaborating with Victim Service Providers.	
	NOFO Section VII.B.1.e.	

	Describe in the field below how your CoC regularly collaborates with organizations who help provide housing and services to survivors of domestic violence, dating violence, sexual assault, and stalking to:
1.	update CoC-wide policies; and
2.	ensure all housing and services provided in the CoC are trauma-informed and can meet the needs of survivors.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) regularly collaborates with the four victim service providers (VSPs) who help provide housing and services to survivors of domestic violence, dating violence, sexual assault, and stalking. The Executive Director of a local VSPS has served as the Vice Chair and currently serves as the Chair of the CoC Board and has an 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 (PPS) Committee providing feedback and recommendations on how to best improve and update CoC wide policies and procedures. The VSPs help identify when the CoC should re-examine policies, procedures and practices to ensure that all the CoC housing and services provided are trauma-informed and can meet the needs of survivors. The VSPs participate in a State Domestic Violence Coalitions and support in regularly sharing updated information on the various efforts and initiatives being discussed statewide with the CoC.

The CoC recently approved an updated Coordinated Entry System (CES) Policy and procedures that incorporated safety transfers incorporating a trauma-informed approach to better support survivors of domestic violence through the process. The VSPs coordinate with the CoC Collaborative Applicant for a CoC-wide training that provide knowledge 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 and organizations to work from a trauma-informed perspective and develop trauma-informed relationships that cultivate safety, trust, and compassion.

The CoC has adopted Standards of Care for Emergency Shelter programs that detail the core training requirements that must be met by shelter staff. This helps ensure that shelter staff receive trauma-informed care training when they begin their work, and training refreshers on a regular interval.

Homeless service providers are encouraged to request training and technical assistance on trauma-informed approaches to become a trauma-informed organization and to provide trauma-informed 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-5a.	**Annual Training on Safety and Best Practices to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.**	
	NOFO Section VII.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 Continuum of Care (CoC) Collaborative Applicant worked with the U.S. Department of Housing and Urban Development (HUD) technical assistance to provide a training that supports the effort of ensuring all housing and services provided in the CoC are trauma-informed and can 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, including:
•Safety Planning to ensure survivors can help lower their risk of harm and practice risk management.
•Ensure service delivery, policy and procedures avoid re-traumatization and build on choice, collaboration, trust and empowerment principles from assessment to program exit.
•Housing First to prioritize safe permanent housing placement for Domestic Violence (DV) survivors with no pre-conditions to program entry.
•Harm Reduction aimed at reducing the harmful effects of high-risk behaviors rather than terminating participants from the program.
•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 DV training pursuant to California Evidence Code Section §1037.1(a)(1) that addresses topics such as: history of domestic violence; domestic violence-related civil and criminal law; domestic violence victim-counselor privilege; confidentiality laws; societal attitudes towards DV; and available supportive service.
The Coordinated Entry System (CES) Lead worked to update the CES Policies and Procedures to ensure that appropriate protections for survivors of DV were incorporated with the goal of promoting safety and best practices to address the needs of survivors of domestic violence. 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 VSP to determine if a transfer to one of the confidentially located shelters would be appropriate and/or identifying another rental unit that better addresses their individual safety.

1C-5b.	**Using De-identified Aggregate Data to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.**	
	NOFO Section VII.B.1.e.	

	Describe in the field below:
1.	**the de-identified aggregate data source(s) your CoC uses 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-5c.	**Communicating Emergency Transfer Plan to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.**	
	NOFO Section VII.B.1.e.	

	Describe in the field below how your CoC communicates to all individuals and families seeking or receiving CoC Program assistance:
1.	**the emergency transfer plan policies and procedures; and**
2.	**the process for individuals and families to request an emergency transfer.**

(limit 2,500 characters)

The Orange County Continuum of Care (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 Violence Against Women Act (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 applications 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-5d.	Access to Housing for Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	
	NOFO Section VII.B.1.e.	

Describe in the field below how your CoC ensures that survivors of domestic violence, dating violence, sexual assault, or stalking have access to all of the housing and services available within the CoC's geographic area.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) ensures that survivors of domestic violence, dating violence, sexual assault, or stalking have access to all of the housing and services available within the CoC's geographic area through the CoC's Coordinated Entry System (CES) process. The CoC is working with 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 Victim Service Providers (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. The CoC is motivated to further develop the CES component that coordinates housing and services for survivors which is why a Supportive Services Only – CES project is being recommended under the Domestic Violence Bonus available through the FY2022 CoC Notice of Funding Opportunity (NOFO). The CoC works to ensure that the voices of survivors and those with lived experience of current or past homelessness, along with domestic violence providers and advocates, support the planning process and participate in the decision making that further access to housing for survivors.

1C-5e.	**Including Safety, Planning, and Confidentiality Protocols in Coordinated Entry to Address the Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.**	
	NOFO Section VII.B.1.e.	

	Describe in the field below how your CoC's coordinated entry includes:
1.	**safety protocols,**
2.	**planning protocols, and**
3.	**confidentiality protocols.**

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) and Coordinated Entry System (CES) prioritize the safety and confidentiality of domestic violence (DV), dating violence, sexual assault and stalking survivors. The CES Policies and Procedures includes the emergency transfer plan process to address the immediate safety needs of survivors and to ensure confidentiality and housing stability is maintained. The emergency safety plan incorporates trauma-informed, victim-centered support to ensure that transfer decisions and housing relocation options will be based on choice and promote survivor safety, preference, and 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 location/unit or shelter facility within the CoC; or experienced DV, dating violence, sexual assault or stalking at or near the current program/facility. This often includes coordinating with the four Victim Service Providers (VSPs) in the CoC to determine if a transfer to one of the confidentially located shelters would be appropriate. The CES can also coordinate to identify and secure another housing resource or rental unit that better addresses their individual safety needs.

On an ongoing and annual basis, the CoC Collaborative Applicant partners with the VSPs to provide the CoC training on trauma-informed, survivor-centered care focusing on prioritizing the survivor's safety needs, accommodating their unique circumstances and maximizing participant choice to. The VSPs serve as a resource to the CoC and support CES functions to link survivors to available housing resources, including mainstream or specialized services, that best meet the needs of survivors. The VSPs offer specialized housing assistance, coordinated care and comprehensive 24-hour programming to ensure availability and accessibility for survivors.

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

	Describe in the field below:
1.	whether your CoC updates its CoC-wide anti-discrimination policy, as necessary, based on stakeholder feedback;

2.	how your CoC assisted providers in developing project-level anti-discrimination policies that are consistent with the CoC-wide anti-discrimination policy ensuring that LGBTQ+ individuals and families receive supportive services, shelter, and housing free from discrimination;
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 Orange County Continuum of Care (CoC) reviews its CoC-wide anti-discrimination policy on an annual basis and provides a training to review each component of the policy and the Anti-discrimination Act and Equal Access Rule. The training also provides examples of scenarios CoC programs may encounter and how to best navigate these in accordance with the CoC policy, empowering community members to voice concerns, ask questions and make suggestion, providing the CoC Collaborative Applicant with information on how to best update the Anti-Discrimination Policy, as necessary, while keeping in mind HUD advisories and CPD notices. The CoC Collaborative Applicant welcomes and encourages questions and feedback year-round from the homeless service providers and stakeholders, including request for technical assistance on how to best develop project-level anti-discrimination policies that are consistent with the CoC-wide anti-discrimination policy ensuring that LGBTQ+ individuals and families receive supportive services, shelter, and housing free from discrimination. Additionally, the Coordinated Entry System (CES) Lead has a deep understanding of the CoC-wide Anti-Discrimination Policy and is able to navigate and advise CES Access Points, homeless service providers and housing partners whenever there is an issue that is in conflict with the Policy. The Scoring and Rating Criteria for Renewal Projects included 12 points out of 100 points to evaluate Equity, Access and Inclusion to evaluate compliance with the CoC’s anti-discrimination policies and the project’s equitable service access for individuals and families, including in BIPOC and LGBTQ+ communities. The Scoring and Rating Criteria for new projects included 45 out of 100 points to evaluate applicant’s approach to service delivery for underserved communities, including in BIPOC and LGBTQ+, and the service plan and supportive services offered. Compliance with the CoC policies is checked during program monitoring. Agencies found to be non-compliance with CoC polices 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 technical assistance and subject to legal action if warranted. The CoC Board is notified of these instanced for support and discussion 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 VII.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 FY 2021 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 2021 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 Authorty	68%	Yes-HCV	Yes
City of Santa Ana Housing Authority	45%	Yes-HCV	Yes

1C-7a.	Written Policies on Homeless Admission Preferences with PHAs.	
	NOFO Section VII.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 Orange County 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 which was developed as a CoC committee to identify and evaluate 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 have also adopted a homelessness admission preference for turnover vouchers, which are coordinated with the CoC and prioritized through the Coordinated Entry System (CES) and are working together to streamline the applicant packet for housing choice vouchers.

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 of these include Mainstream Vouchers being targeted to MediCal Waiver program and 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 the 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 also became 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.		

1C-7c.	Include Units from PHA Administered Programs in Your CoC's Coordinated Entry.	
	NOFO Section VII.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	Yes
7.	Public Housing	Yes
8.	Other Units from PHAs:	

1C-7d.	Submitting CoC and PHA Joint Applications for Funding for People Experiencing Homelessness.	
	NOFO Section VII.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.	Foster Youth to Independence Vouchers, Emergency Housing Vouchers, Homekey Program

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

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
	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
Orange County Hou...
Housing Authority...
Anaheim Housing A...
Garden Grove Hous...

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

Name of PHA: Orange County Housing Authority

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

Name of PHA: Housing Authority of City of Santa Ana

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

Name of PHA: Anaheim Housing Authority

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

Name of PHA: Garden Grove Housing Authority

1D. Coordination and Engagement Cont'd

1D-1.	Discharge Planning Coordination.	
	NOFO Section VII.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 VII.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 2022 CoC Program Competition.	26
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 2022 CoC Program Competition that have adopted the Housing First approach.	26
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 2022 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 VII.B.1.i.	

	Describe in the field below:
1.	how your CoC evaluates every recipient–that checks Housing First on their Project Application–to determine if they are actually 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 the competition to ensure the projects are using a Housing First approach.

(limit 2,500 characters)

The Orange County Continuum of Care (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 and new applicant's policies and procedures as well as project intake documentations and other related forms to ensure that projects are low barriers, 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 as well as providing an attestation confirming the project will operate utilizing a Housing First approach. CoC will continue to use HUD's 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., domestic violence, sexual assault, childhood abuse), 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 three-member review panel comprised of non-conflicted individuals who have a robust understanding of Housing First Principles and other evidence-based practices utilized in homeless service delivery.
Out of 100-point scoring system in the Rating and Scoring Tool, renewal projects could be awarded a total of 10 points and new projects could be awarded a total of 45 for adherence to Housing First as part of the Applicant Service Experience and Approach, and the Project Service Plan and Supportive Services. Additionally, the CoC Collaborative Applicant will utilize this information to help inform future training and technical assistance needs to provide support to agencies and promoting fidelity to Housing First approach.
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 VII.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 Orange County Continuum of Care (CoC) has a multidisciplinary group of street outreach teams that help ensure all persons experiencing unsheltered homelessness are reached in the jurisdiction, including the most vulnerable with pre-existing conditions. This group includes veteran and Transitional Aged Youth service providers, public health nurses, behavioral health clinicians, street medicine, law enforcement, community and faith-based organizations, city staff and professional street outreach. The group meets monthly to coordinate outreach efforts and target outreach to those experiencing unsheltered homelessness who are least likely to request assistance and also coordinates to respond to large encampments and/or cleanup efforts across the jurisdiction.

The CoC Street Outreach serve as the first line of engagement in addressing unsheltered homelessness and encampments to facilitate connections to other services. The CoC coordinates street outreach efforts by Service Planning Area and facilitates placement into regional emergency shelters and permanent housing solutions. The CoC Street Outreach works seven days a week and covers 100 percent of the CoC's geographic area through regional street outreach providers and increased coordination with Homeless Liaison Officers in both the Sheriff's Department and municipal Police Departments. The CoC Street Outreach has expanded hours of operation from 6 am to 8 pm, noting that ongoing engagement is needed in early morning and evening hours, and operates seven days a week. The CoC Collaborative Applicant developed a multi-disciplinary team in partnership with other County Departments called the County Homeless Assistance Response Team (CHART) to best address local homeless issues and connect individuals to appropriate program placements. CHART includes clinical staff to conduct screenings and assessments for physical and mental health, substance use disorders and housing needs. CHART also works to address cultural and disability barriers associated with communicating infectious disease information, including COVID-19.

The CoC Collaborative Applicant has secured additional funding from the state to support street outreach activities and address homeless encampments within designated areas. 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 rental assistance to quickly end people's homelessness.

1D-4.	Strategies to Prevent Criminalization of Homelessness.	
	NOFO Section VII.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:

		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)		

1D-5.	Rapid Rehousing–RRH Beds as Reported in the Housing Inventory Count (HIC).	
	NOFO Section VII.B.1.l.	

		2021	2022
	Enter the total number of RRH beds available to serve all populations as reported in the HIC–only enter bed data for projects that have an inventory type of "Current."	671	1,097

1D-6.	Mainstream Benefits–CoC Annual Training of Project Staff.	
	NOFO Section VII.B.1.m.	

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:

	Resource	CoC Provides Annual Training?
1.	Food Stamps	Yes
2.	SSI–Supplemental Security Income	Yes
3.	TANF–Temporary Assistance for Needy Families	Yes
4.	Substance Abuse Programs	Yes
5.	Employment Assistance Programs	Yes
6.	Other (limit 150 characters)	

1D-6a.	Information and Training on Mainstream Benefits and Other Assistance.	
	NOFO Section VII.B.1.m	

	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, 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)

Orange County Continuum of Care (CoC) has a strong 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 Food Stamps, Restaurants Meal Program, Temporary Assistance for Needy Families (TANF), MediCaid, and General Relief. The CoC receives information regarding mainstream benefits through emails and website update on a regular basis. SSA coordinates directly with service providers to provide targeted outreach to people experiencing homelessness to reduce barriers to access and expedite the benefits application process. SSA goes onsite to homeless service programs to process mainstream benefit applications, conduct eligibility determinations and award benefits the same day, on a regular basis.
The CoC coordinates access to VA Healthcare Services at the main campus and satellite clinics for homeless veterans. The CoC works with Health Care Agency's Public Health Nurses who provide nursing case management to the homeless population to link them to health insurance, primary care and facilitate access to COVID-19 vaccines. The CoC collaborates with healthcare organizations including Federally Qualified Health Centers, Health Care for the Homeless programs, CalAIM and the County-organized health system CalOptima to ensure participants access medical and mental health services. The CoC is coordinating with CalOptima on the development of a CoC-wide street medicine program that will support people experience homelessness connect to a medical home and receive ongoing and timely medical assistance. The CoC also promotes SOAR certification and encourages homeless service providers to provide SOAR training to staff through online courses and/or webinars. The County of Orange's Care Plus Program offers enhanced care coordination for 'high utilizers' who have a history of touching multiple programs across the mainstream benefits, shelter, healthcare, and corrections systems who are experiencing homelessness in Orange County. A Multi-Disciplinary Team meets monthly to review cases and expedite eligibility and linkages to mainstream benefits, resulting in increased benefit enrollments. The CoC has a partnership with the Workforce Development Board to ensure that referrals for employment, education and training are facilitated and access to job search assistance, skills assessment, and job placement.

1D-7.	Increasing Capacity for Non-Congregate Sheltering.	
	NOFO Section VII.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 Orange County Continuum of Care (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). The CoC has worked with County HCD to conduct an assessment of potential non-congregate shelter sites (i.e., motes, hotels, administrative offices) as identified by cities, develops and CoC service providers, as well as evaluating all available funding sources to support the acquisition, capital improvements 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 and supports robust service provision and program operations. As a result of more funding, the CoC has more non-congregate shelter units. Following the success of non-congregate shelter for individuals with high vulnerability and severe service needs through the COVID-19 response, the CoC has identified the priority populations and persons to be served through Non-Congregate Shelters best aligned with the Coordinated Entry System (CES) Prioritization Policy. The CoC found that non-congregate shelter programs boosted capacity to meet acute and chronic health needs, mental health conditions, limited mobility, visual impairment, hearing impairment, or memory issues to successfully transition to 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 and obtain housing.The CES worked to expand facilitating referrals into non-congregate shelter programs to prioritize 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 VII.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 Continuum of Care (CoC) in partnership with the local Orange County Health Care Agency, Public Health Services, have developed CoC-wide policies and procedures for infectious disease outbreaks in which individuals experiencing homelessness are at higher risk of contracting due to their vulnerability and compromised health. The policies and procedures include plans to respond to and prevent infectious disease outbreaks, which ensures that homeless service providers are adequately prepared to contact and consult with Public Health Services, local emergency medical service providers, and local community-based health clinics and resources. The CoC and Public Health Services officials collaborate to implement components of a comprehensive training plan and implementation of recommended guidance. In partnership with public health officials, the CoC has conducted trainings and open forums for homeless service providers surrounding best practices for infectious diseases, how to access public health support within programs serving the population, required testing, isolation/quarantine options, access to vaccines and access and distribution of personal protective equipment (PPE). Also, the trainings provided space for homeless service providers to be included in the development of recommended guidelines and were informed about most practical application of such. This supports the timely distribution of accurate and relevant information to the CoC during the on-going pandemic and any future infectious disease outbreaks. Additionally, the CoC continues to consult with Public Health Services officials to gain a clear understanding of best practices and safety guidelines to ensure mitigation of infectious diseases within the homeless population, including COVID-19.

The partnership between the CoC and public health officials ensures that homeless service providers understand their collaborative role with health agencies and ensures the necessary skills and availability of resources to respond rapidly 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 VII.B.1.o.	

	Describe in the field below how your CoC effectively equipped providers to prevent or limit infectious disease outbreaks among program participants by:
1.	**sharing information related to public health measures and homelessness, and**
2.	**facilitating 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 the impact of infectious diseases amongst individuals and families experiencing homelessness. The CoC maintains an updated contact information and distribution list of partner agencies and resources in the community, including new non-traditional partners, street outreach providers, street medicine and community-based organizations that have supported the emergency response to infectious disease outbreaks. Through the distribution list, there is a CoC-wide timely communication strategy that is shared to ensure the circulation of accurate and relevant information is provided to the CoC during the on-going pandemic and future public health emergencies, as well as the identification of partners who can assist with the response that will assist in prevention and/or limiting infectious disease outbreaks amongst the homeless population. These partnerships continue to 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 s have established responsive programs and CoC services such as designated interventions for isolation and quarantine, and mobilization and access to testing and vaccines targeting the homeless population based upon their high vulnerability to infectious disease outbreaks. This includes prioritizing senior individuals, those with underlying health conditions and/or sleeping in unhabitable locations. The CoC in partnership with PHS has developed a mitigation strategy that includes detailed procedures to isolate and treat infected individuals experiencing homelessness, while also employing a trauma-informed approach with the participants being impacted. 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 adapted at all service provider locations, this includes active cleaning of all surfaces and restrooms. As well as access to hand sanitizer and face coverings throughout all locations and provided to unsheltered populations. The CoC active collaboration with providers continues to enhance assessments and identification of additional assistance and support needed in advance of an outbreak.

1D-9.	**Centralized or Coordinated Entry System–Assessment Process.**	
	NOFO Section VII.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 percent of the geographic area of Orange County. Households experiencing homelessness can access the CES through physical locations throughout Orange County, street outreach, and a virtual front door. Street Outreach includes behavioral health teams, public health teams, community- and faith-based organizations, and homeless liaison officers from local law enforcement, often employing a multidisciplinary approach to connect households experiencing homelessness to appropriate supportive services. CES works in close partnership 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 for people experiencing homelessness and facilitates a warm handoff to CES access points. Representatives from all CES access point participate in case conferencing, case file review, and share what they are learning to adapt CES. All participants that are interested in receiving a CES referral to a housing opportunity must complete a standardized CES Assessment to determine their housing interest and eligibility. The Standardized Assessment process continued to reflect the CoC's values and standardized approach, as well as ensuring 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 and procedures detail the CoC's standardized assessment process, including documentation of the criteria used for uniform decision-making across access points and across staff conducting assessments.

All CES policies and procedures gather feedback prior to implementation from CES committee partners, CES stakeholders, public listening lessons and a public feedback process. In addition to these channels, our CES is committed to getting insight from past participants by soliciting feedback from the CoC's Lived Experience Advisory Committee and public listening sessions. CES partner agencies, Lived Experience Advisory Committee members and others with lived experience are encouraged to engage in CoC committee meetings and public listening session to ask questions and 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 the CES policies and procedures.

1D-9a.	**Program Participant-Centered Approach to Centralized or Coordinated Entry.**	
	NOFO Section VII.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 Coordinated Entry System (CES) operates 3 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 to24 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. The 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. The 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 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 Steering 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-10.	Promoting Racial Equity in Homelessness–Conducing Assessment.	
	NOFO Section VII.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–Identifying Racial Disparities in Provision or Outcomes of Homeless Assistance.	
	NOFO Section VII.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 Orange County Continuum of Care (CoC) has contracted with C4 Innovations to conduct a Racial Equity Assessment and develop a Racial Equity Roadmap that will support the CoC in addressing disparities and implementing sustainable change that result in more equitable practices. The Racial Equity Assessment included a quantitative data analysis of Homeless Management Information System (HMIS) program data from Fiscal Year (FY) 2019, 2020 and 2021 on several system level and Coordinated Entry System (CES) performance measures, all disaggregated by race and ethnicity, and qualitative data analysis from the CoC-wide racial equity assessment survey, listening sessions and stakeholders' surveys, including person with lived experience of homelessness. The data analysis established 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 result in a summary of findings that is being used to support the CoC in creating recommendations with actionable steps that can be implemented 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 2020. 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 has been working to developed project-specific reports that will assist agencies in evaluating racial disparities in their program outcomes.
Some racial disparities the CoC identified include:
•Black or African American households were the most overrepresented demographic group experiencing homelessness when comparing the racial and ethnic population distributions in Census data to Point-in-Time (PIT) count data from 2019.
•The percentage of Hispanic/Latin(x) households experiencing first time episodes of homelessness went up steadily between 2019 and 2021. The percentage of Non-Hispanic/Non-Latin(x) 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.

1D-10b.	Strategies to Address Racial Disparities.	
	NOFO Section VII.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.	No
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.	Actions Taken to Address Known Disparities.	
	NOFO Section VII.B.1.q.	

Describe in the field below the steps your CoC and homeless providers have taken to address disparities identified in the provision or outcomes of homeless assistance.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) and homeless providers have been meeting to create recommendations with actionable steps that can be implemented to achieve a more racially equitable approach to ending homelessness in Orange County. These are being created by an established multi-disciplinary team representative of various professional and ethnic backgrounds that is applying a racial equity lens to the provision and outcomes of homeless assistance programs in the CoC. The goal is to developed recommendations to more effectively and equitably allocate resources, prioritize investments, and advance proactive, targeted strategies to end and prevent racial inequality in the CoC.
These strategies include eliminating barriers with:
1. The ongoing participation and support of the Lived Experience Advisory Committee to ensure that the voices of people with lived experience of homelessness and different racial and ethnic backgrounds are included in 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 the 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 (single, 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 lends 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 outcomes of the Racial Equity Framework and next steps are being shared with the CoC, as well as the CoC Board, through targeted reports and presentations. The Collaborative Applicant has started to develop a plan for integrating diverse partners, including the leadership of other components of the System of Care, to identify opportunities for data sharing and data warehousing that can support the creation of more inclusive policies, procedures and programs. The CoC has actively reviewed policies and procedures to ensure these are culturally responsive, client-centered, and equitable.

1D-10d.	**Tracking Progress on Preventing or Eliminating Disparities.**	
	NOFO Section VII.B.1.q.	

Describe in the field below the measures your CoC has in place to track progress on preventing or eliminating disparities in the provision or outcomes of homeless assistance.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) has taken proactive steps to identify, prevent and eliminate racial disparities to improve equity in the provision of services and achieve better outcomes while addressing factors that contribute to racial inequities and block access to opportunity. The CoC prioritized programs that address the disproportionate impacts of homelessness and COVID-19 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 and fulfill requirement of ongoing racial equity analysis and detail action plan 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, systemwide training and ongoing learning and messaging and communications that increase knowledge and capacity around racial equity and supports the implementation of strategies to promote equitable outcomes. The CoC is developing a Racial Equity Framework that will outline the mechanisms for tracking progress overtime by analyzing data from the Point In Time, Homeless Management Information System (HMIS), Coordinated Entry System. As well as looking ay System Performance Measures and Longitudinal Systems Analysis, that provide CoC-wide data and highlight trends across the jurisdiction. The CoC is committed to engaging in partnerships with BIPOC and people with lived experience to develop more inclusive decision-making processes that transform the CoC to reduce disparities and support the goal of making homelessness rare, brief, and non-recurring. Additionally, the CoC leadership has engaged in work with the Office of Population Health and Equity to increase the community's impact and action related to o addressing health disparities, advancing health equity and population health management and work 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 VII.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 Orange County Continuum of Care (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 servs and printed materials, the CoC shared information on how individuals with lived experience can engage the CoC and its related activities. 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 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 experience of homelessness of these upcoming opportunities and facilitated access. The CoC has established a formal compensation protocol for person with lived experience of homelessness on an hourly rate with visa or master cards. Persons with lived experience members 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 mechanism for compensation to better meet the needs for persons with lived experience. 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 in the CoC.

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

Enter in the chart below the number of people with lived experience who currently participate in your CoC under the five 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 and provide input that is incorporated in the local planning process.	20	8
2.	Review and recommend revisions to local policies addressing homelessness related to coordinated entry, services, and housing.	15	8
3.	Participate on CoC committees, subcommittees, or workgroups.	15	6
4.	Included in the decisionmaking processes related to addressing homelessness.	15	8
5.	Included in the development or revision of your CoC's local competition rating factors.	2	2

1D-11b.	Professional Development and Employment Opportunities for Individuals with Lived Experience of Homelessness.	
	NOFO Section VII.B.1.r.	

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)

The Orange County CoC has promoted the integration of individuals with lived experience of homelessness in both professional development and employment opportunities across all service providers engaging with this population. The CoC consists of agencies that provides job training and employment opportunities to those with lived experience to connect with the workforce to learn the skills necessary to attain steady income, such as support from an employment specialist; job search and application assistance; employment preparation classes; resume writing and practice interviews; and referrals.
There are partnerships building between the CoC and public and private sector to examine and adjust hiring practices that exclude people with lived expertise. Some of these adjustments include removing the requirement for a particular education degree or certificate, changing background checks processes, and 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 and management. By setting this as a priority, the CoC will examine candidates for their applicable lived experience for open positions and look to leverage them into development opportunities to take on more responsibility and develop the skills necessary for career movement.
The CoC established a formal compensation protocol for persons with lived experience, which assists with a form of income, as well as, developing professional skills that are needed in employment. Promoting engagement and participation from this population into the work of homeless services is essential and encouraging to those experiencing homelessness that their representation matters, and it is an opportunity to continue to develop professionally along with gaining experience. The CoC has worked to promote persons with lived experience as event facilitators and looks to continue to expand on these opportunities as they arise. It is important to continue to let the public know that persons with lived experience are available for speaking opportunities as that is helpful exposure to the professional world and builds an individual's experience that can be leveraged into other roles.
The CoC has allocated resource to send those with lived experience to conferences and summits to further that professional development for networking opportunities and 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 VII.B.1.r.	

Describe in the field below how your CoC:

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

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) has taken numerous steps to address the challenges raised by individuals with lived experience of homelessness. The CoC encourages the participation of individuals with lived experience in the CoC Board, Committees, and Working Groups. The CoC has established a Lived Experience Advisory Committee (LEAC) 13 individuals with diverse backgrounds and subpopulations. The LEAC ensures the voices and perspectives of individuals with current and or past lived experience of homelessness are heard and considered in 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 gathered feedback in a variety of ways from stakeholders. This includes the participation of individuals with lived experience in other CoC Board, committees, subcommittees, and workgroups, as well as facilitating focus groups, listening sessions, and conducting online surveys. There is participation from individuals with lived experience in leadership roles and as hied 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 Coordinated Entry System 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 Coordinated Entry System. CoC agencies have developed processes to routinely gathering feedback (i.e., program and services exit surveys) and work to addressing challenges as identified by individuals with lived experience throughout their programs.

1D-12.	Increasing Affordable Housing Supply.	
	NOFO Section VII.B.1.t.	

	Describe in the field below at least 2 steps your CoC has taken in the past 12 months that 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 Orange County Continuum of Care (CoC) has actively supported efforts in increase the affordable housing supply in the geographic area by engaging in discussions with the cities, county, and state governments on the reformation of zoning and land use policies to permit more housing development and reduce regulatory barriers to housing development. The Orange County CoC has taken steps to support accessory dwelling unit (ADU) rezoning and rezoning religious land for affordable housing, so that residents can house individuals on their own property and create more options for those needing access to affordable housing. The CoC has made recommendations for increased homeless and housing resources through the Consolidated Plan process, and provided information on Housing Inventory Count, Homeless Count and HMIS data to entitlement jurisdictions. This collaboration has assisted in informing the plans to demonstrate the need for greater types of housing and resources.

The CoC additionally 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 and took advantage of hotel/motel conversions with a focus on development of single-room-occupancies. The CoC has promoted the advancement of HOME Investment Partnerships Program (HOME) as a key tool for the production and preservation of affordable rentals including permanent supporting housing and facilitated feedback sessions with HOME jurisdictions. 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 and 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 and permitting processes for developers building affordable housing units, reducing the time and 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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 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 VII.B.2.a. and 2.g.	
	You must upload the Local Competition Deadline attachment to the 4B. Attachments Screen.	

	Enter the date your CoC published the deadline for project applicants to submit their applications to your CoC's local competition.	08/15/2022

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 VII.B.2.a., 2.b., 2.c., and 2.d.	

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:

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

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 VII.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 VII.B.2.d.	

	Describe in the field below:
1.	how your CoC collected and 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 Orange County Continuum of Care (CoC) relied on project-level performance reports created by the Homeless Management Information System (HMIS) Lead in partnership with the Data Management and Performance Committee, and Annual Performance Reports submitted by the applicants for renewal projects to the U.S. Department of Housing and Urban Development. 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 evaluation the average days until permanent housing place for permanent supportive housing (PSH) and rapid rehousing (RRH) projects. This was calculated by the number of days between the head of household project start date and their housing move-in date. The average performance for PSH was 13 days and for RRH was 24 days. The CoC introduced a two new performance measures to evaluate rapid placement in permanent housing or the ability to maintain permanent housing these criteria noting that all referrals are made by the Coordinated Entry System (CES) – successful CES referrals and days between CES match and program enrollment. The CoC determined that the initial engagement of a participants in the program was an indicating of the severity of needs and the project's approach to service delivery to meeting specific severity of needed and high vulnerabilities by program participants. The CoC evaluated returns to homelessness for PSH and RRH projects, and stabilization in permanent housing for PSH and successful exits for RRH, to evaluate the ability of participants to maintain housing. The 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 by allowing renewal projects to provide additional information that provided context around certain performance measures. Projects serving CH individuals and families with the longest history of homelessness and most severe service needs (mental illness, substance abuse, low or no income, criminal histories, etc.) were given weighted performance consideration. The CoC understands that projects that provide housing and services to the hardest to serve populations could result in lower performance scores and will support these projects on improving performance through technical assistance.

1E-3.	**Promoting Racial Equity in the Local Competition Review and Ranking Process.**	
	NOFO Section VII.B.2.e.	

	Describe in the field below:
1.	**how your CoC obtained input and included persons of different races, particularly those over-represented in the local homelessness population;**
2.	**how the input from persons of different races, particularly those over-represented in the local homelessness population, affected how your CoC determined the rating factors used to review project applications;**
3.	**how your CoC included persons of different races, particularly those over-represented in the local homelessness population, in the review, selection, and ranking process; and**
4.	**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 Orange County Continuum of Care (CoC) has presented on the local competition process, including the review and ranking components, at the CoC Board and Committee meetings. The CoC Collaborative Applicant has provided regular updates on the CoC local competition process at other formal meetings where housing and/or homelessness are the primary topic being discussed. The CoC also makes this information available via the website that can easily be translated to the preferred language and through email distribution. These activities support the engagement of persons of different races, particularly those overrepresented in the local homeless population. The CoC will continue to increase the participation of those over-represented 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 three non-conflicted Board members to support in the local review and ranking process for renewal projects. The Ad Hoc recommended the additional of a scoring criterion aimed at evaluating Equity, Access and Inclusion to better understand the project's equitable service for individuals and families, including in BIPOC and LGBTQ+ communities. This included an evaluation of the efforts made to 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 the leveraging of the Racial Equity Framework to assist in incorporating performance metrics that evaluated differences between access and outcomes for the different races and ethnicities in the local review and ranking process for future funding cycles.
The CoC Board authorized two review panels be established to score and evaluate the CoC Bonus and Domestic Violence Bonus Proposals. The review panels were comprised of three non-conflicted members including at least one person with lived experience of homelessness, at least one BIPOC person, recognizing that BIPOC are over-represented in the local homelessness population. The review panel had a strong understanding of the CoC, the various 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 and ranking of the proposals.

1E-4.	Reallocation–Reviewing Performance of Existing Projects.	
	NOFO Section VII.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 projects through this process during your 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 Orange County Continuum of Care (CoC) adopted a reallocation strategy and policy that outlines the reallocation process during the current CoC Notice of Funding Opportunity (NOFO) and future funding cycles. In effort to promote the most effective projects and recommend projects that improve system performance in the CoC Program NOFOs, the CoC NOFO Ad Hoc in partnership with the Homeless Management Information System (HMIS) Lead and Collaborative Applicant discussed the importance of a reallocation strategy to be used year over year. The CoC NOFO Ad Hoc recommends approving a reallocation strategy for reallocating funding from CoC Renewal Projects that have a project performance score of less than 60% during two (2) CoC NOFO funding cycles. This policy became effective during the FY2022 CoC Program NOFO and ongoing competitions. The policy will support the CoC in providing a warning to low performing projects during this FY2022 CoC Program NOFO cycle on the need to improve and will facilitate reallocation conversations on an ongoing basis. Additionally, it will the applicant agency receive technical assistance from the Collaborative Applicant and HMIS Lead after the first year the project performance score is less than 60%.

The CoC did not identify any projects for reallocation during the local competition this year. The CoC did not reallocated any low performing or less needed projects during its local competition this year. However, based on the adopted policy, the CoC has provided written warnings to two renewal projects on the 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.

1E-4a.	**Reallocation Between FY 2017 and FY 2022.**	
	NOFO Section VII.B.2.f.	

	Did your CoC cumulatively reallocate at least 20 percent of its ARD between FY 2017 and FY 2022?	No

1E-5.	**Projects Rejected/Reduced–Notification Outside of e-snaps.**	
	NOFO Section VII.B.2.g.	
	You must upload the Notification of Projects Rejected-Reduced attachment to the 4B. Attachments Screen.	

1.	**Did your CoC reject or reduce any project application(s)?**	No
2.	**Did your CoC inform applicants why their projects were rejected or reduced?**	No
3.	**If you selected Yes for element 1 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 06/26/2022, 06/27/2022, and 06/28/2022, then you must enter 06/28/2022.**	

1E-5a.	Projects Accepted–Notification Outside of e-snaps.	
	NOFO Section VII.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 06/26/2022, 06/27/2022, and 06/28/2022, then you must enter 06/28/2022.	09/14/2022

1E-5b.	Local Competition Selection Results–Scores for All Projects.	
	NOFO Section VII.B.2.g.	
	You must upload the Final Project Scores for All Projects attachment to the 4B. Attachments Screen.	

	Does your attachment include: 1. Applicant Names; 2. Project Names; 3. Project Scores; 4. Project Rank–if accepted; 5. Award amounts; and 6. Projects accepted or rejected status.	Yes

1E-5c.	1E-5c. Web Posting of CoC-Approved Consolidated Application.	
	NOFO Section VII.B.2.g.	
	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.	09/27/2022

1E-5d.	Notification to Community Members and Key Stakeholders that the CoC-Approved Consolidated Application is Posted on Website.	
	NOFO Section VII.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 has been posted on the CoC's website or partner's website.	09/27/2022

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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 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

2A-2.	**HMIS Implementation Coverage Area.**	
	Not Scored–For Information Only	

	Select from dropdown menu your CoC's HMIS coverage area.	Single CoC

2A-3.	**HIC Data Submission in HDX.**	
	NOFO Section VII.B.3.a.	

	Enter the date your CoC submitted its 2022 HIC data into HDX.	05/05/2022

2A-4.	**Comparable Database for DV Providers–CoC and HMIS Lead Supporting Data Collection and Data Submission by Victim Service Providers.**	
	NOFO Section VII.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 databases that meet HUD's comparable database requirements; and**
2.	**state whether your CoC is compliant with the 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 Continuum of Care (CoC) Program and/or Emergency Solutions Grant (ESG) funding. The annual agency audit includes reviewing privacy and security standards outlined by the U.S. Department of Housing and Urban Development (HUD), including HUD's most recent reporting standards and comma separated value (CVS) format specifications, and the Orange County CoC. 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 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 Notice of Funding Opportunity (NOFO). 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 victim 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 (HIC).

2A-5.	Bed Coverage Rate–Using HIC, HMIS Data–CoC Merger Bonus Points.	
	NOFO Section VII.B.3.c. and VII.B.7.	

Enter 2022 HIC and HMIS data in the chart below by project type:

Project Type	Total Beds 2022 HIC	Total Beds in HIC Dedicated for DV	Total Beds in HMIS	HMIS Bed Coverage Rate
1. Emergency Shelter (ES) beds	2,529	200	2,201	94.50%
2. Safe Haven (SH) beds	0	0	0	
3. Transitional Housing (TH) beds	868	90	390	50.13%
4. Rapid Re-Housing (RRH) beds	1,097	197	894	99.33%
5. Permanent Supportive Housing	2,793	57	2,736	100.00%

6. Other Permanent Housing (OPH)	1,607	0	1,607	100.00%

2A-5a.	**Partial Credit for Bed Coverage Rates at or Below 84.99 for Any Project Type in Question 2A-5.**	
	NOFO Section VII.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 Orange County Continuum of Care (CoC) continues to work with agencies operating homeless service programs to increase bed coverage and Homeless Management Information System (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 Coordinated Entry System has been fully implemented in HMIS and resulted in increased participation from all project types.

The CoC's coverage of Transitional Housing beds has not improved in the past year. 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 their leadership around the benefits of participating in HMIS. 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 from that require HMIS participation. Additionally, the County of Orange who functions as the 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 Family Emergency Shelter beds that has encouraged the participation of additional Emergency Shelters in HMIS. A bed reservation system pilot for the Individual Emergency Shelter beds is also in development and will assist in coordinating placement into 625 beds.

2A-6.	**Longitudinal System Analysis (LSA) Submission in HDX 2.0.**	
	NOFO Section VII.B.3.d.	

Did your CoC submit LSA data to HUD in HDX 2.0 by February 15, 2022, 8 p.m. EST?	Yes

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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

2B-1.	PIT Count Date.	
	NOFO Section VII.B.4.b	

	Enter the date your CoC conducted its 2022 PIT count.	02/22/2022

2B-2.	PIT Count Data–HDX Submission Date.	
	NOFO Section VII.B.4.b	

	Enter the date your CoC submitted its 2022 PIT count data in HDX.	05/05/2022

2B-3.	PIT Count–Effectively Counting Youth.	
	NOFO Section VII.B.4.b.	

	Describe in the field below how during the planning process for the 2022 PIT count your CoC:
1.	engaged stakeholders that serve homeless youth;
2.	involved homeless youth in the actual count; and
3.	worked with stakeholders to select locations where homeless youth are most likely to be identified.

(limit 2,500 characters)

During the 2022 Point In Time (PIT) Count, the Orange County Continuum of Care (CoC) contracted with Covenant House California (CHC) to lead a youth-focused effort to better count youth experiencing homelessness, including involving homeless youth in the actual count and engaging stakeholders that work closely with homeless youth. CHC is a youth-serving organization, that worked to engage other youth- serving organizations, homeless adult and family service providers, schools and school districts, and community colleges and universities from June 2021 through February 2022 to assist in identifying and mapping the locations where youth experiencing homelessness were likely to be found in advance of the count. These organizations and stakeholders also worked to publicize information on the PIT, including locations where youth could go and get counted and how to volunteer during the PIT, thereby increasing the chance that youth who are not connected to homeless service providers will be represented in the count. CHC also worked to identify and involve homeless youth in the unsheltered PIT process by compensating youth partners for their participation in all PIT related activities. Youth were paid to survey other youth experiencing homelessness who came to magnet events and through community canvasing. Having youth administer the survey increased participation rates because youth are more willing to complete a survey administered by their peers than by service providers or community volunteers. Three magnet events were hosted across the CoC, offering offer food and other resources to increase the chances of counting all youth. Youth communicated magnet events through social media, word of mouth, as well as the decisions that communities made about where and when magnet events were held. Through the youth engagement and participation, the CoC maximized the chance of attracting youth who might not consider themselves homeless. The CoC and CHC worked with homeless youth and stakeholders to identify locations where homeless youth were most likely to be identified. At their recommendation, Drop-in centers, outreach teams, housing programs, emergency shelters, community centers, community-based probation sites, and public schools were engaged in the planning and implementation of the 2022 PIT. The 2022 PIT identified locations where youth experiencing homelessness were likely to be found, some of these locations were unknown to local service providers.

2B-4.	PIT Count–Methodology Change–CoC Merger Bonus Points.	
	NOFO Section VII.B.5.a and VII.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 2021 and 2022, if applicable;
2.	describe any changes your CoC made to your unsheltered PIT count implementation, including methodology or data quality changes between 2021 and 2022, 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 2022.

(limit 2,500 characters)

The Orange County Continuum of Care (CoC) did not make any changed to the sheltered Point In Time (PIT) count implementation. The methodology and data quality remained the same between 2021 and 2022 sheltered PIT. The CoC implemented a youth-focused effort in the unsheltered PIT count implementation to better engage youth experiencing homelessness and youth service providers in the process. The youth-focused effort complimented the methodology and enhanced the data quality of the 2022 unsheltered PIT. The 2022 unsheltered PIT resulted in increased stakeholder engagement and more robust efforts to identify and count youth experiencing unsheltered homelessness that may otherwise not be counted if not for these efforts. The overall impact of the youth-focused effort is an increased confidence on the CoC's outreach efforts and understanding of youth experiencing homelessness within the CoC.

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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 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 VII.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 4,430 individuals reporting first time homelessness, resulting in an increase 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 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, including leveraging funding made available through the CARES Act and American Recue Plan Act. 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 Coordinated Entry System (CES) functionality to prioritize households for available homelessness prevention assistance, especially for racial and ethnic groups overrepresented among the homeless population. A CES assessment was developed by the CoC 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. Strategic planning is ongoing to ensure that when individuals or families experience one of the above risk factors, the needed services are provided to them such as gap rental assistance, 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.

2C-2.	Length of Time Homeless–CoC's Strategy to Reduce.	
	NOFO Section VII.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;
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 Orange County CoC continues to implement its strategy to reduce the length of homelessness (LOH) by evaluating the various components of the CoC, including street outreach, emergency shelter and permanent housing. The CoC focused on creating system flow from the programs, exiting to appropriate and positive destinations that expedites assistance for people experiencing homelessness. 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 individuals and families in reuniting with existing support networks. Additionally, intensive case management and focus on housing plans are the core services in emergency shelters programs that are trauma informed. However, given the COVID-19 pandemic, the CoC experienced an overall reduction in emergency shelter bed capacity which resulted in serving less people during the same period evaluated by the System Performance Measures and also persons experiencing homelessness had increased LOH as COVID-19 protocols impacted progress towards housing efforts specially when facilities were put in isolated due to a high rate of COVID-19 cases. To further support these efforts, the Coordinated Entry System (CES) has aligned its policies and priorities to reduce the LOH a person experiences by quickly connecting them to available housing resources such as rapid rehousing, permanent supportive housing, housing choice vouchers, and affordable housing.
All CoC permanent housing projects have implemented a Housing First approach and reduced barriers to program entry. To support people experiencing homelessness in securing housing, the CoC developed a housing navigation program that assists through the housing search and application process, as well as increased available resources through Rapid Rehousing programs. This is complemented by a landlord incentive program that identifies and secures available housing units that accept housing choice vouchers and other subsidies. The landlord incentive program and funding flexibilities allowed through CARES Act includes funding for 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. The person responsible for overseeing the CoC's strategy is the CES Coordinator, County of Orange.

2C-3.	**Exits to Permanent Housing Destinations/Retention of Permanent Housing–CoC's Strategy**	
	NOFO Section VII.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 Orange County CoC's strategy to increase exits to permanent housing from emergency shelters, transitional housing and rapid rehousing include using a Housing First approach, developing an individualized housing plan, providing housing navigation services, addressing identified barriers to housing, acquiring needed documentation, and completing forms required for housing. Housing navigation supports people experiencing homelessness when attending meetings with property management, setting appointments, and following up on housing leads. The CoC Collaborative Applicant has worked to expand available housing resources through the implementation of a landlord incentive program aimed at engaging private property owners in making housing units available through various incentives, committing to the development of 2,700 units of supportive housing through the OC Housing Trust Fund, and working with public housing authorities on the use of housing choice vouchers, including through a Move-On and Stepping-Up strategy which was created to assist participants in "stepping up" into a more intense program intervention. Additionally, the CoC Collaborative Applicant has worked with cities and other local funders to make permanent housing resources available through the Coordinated Entry System to promote a coordinated approach to promoting edits to permanent housing destinations within the CoC. The CoC leverages State funding to provide flexible funding that can quickly end someone's episode of homelessness by exiting to a permanent housing destination. The CoC leverages mainstream benefits to increase income and connection to benefits, and strategically funds programs to create and expand permanent housing exits. The CoC's strategy to improve permanent housing placement and retention includes a Housing First approach, increasing housing navigation services to support clients during housing search process, leveraging mainstream resources to increase income and connection to benefits, increasing availability and diversity of housing resources, and working with landlords to resolve housing and 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 VII.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 Orange County CoC prioritizes housing stabilization services to prevent households from returning to homelessness. The CoC developed a housing stabilization plan that will be implemented by service providers creating a consistent approach to promote housing stability. The housing stabilization plan provides structure and processes to provide wrap around services, strengths-based problem-solving and employ critical time intervention strategies to increase housing retention. The CoC has develop diversion and homelessness prevention strategy that also supports the reduction of returns to homelessness. Households placed in housing are educated on available resources, including mainstream benefits; employment resources; 2-1-1 helpline for referrals to community services and programs; OC Links for anyone seeking information or linkage to any Behavioral Health Services, including children and adult mental health, alcohol and drug inpatient and outpatient, crisis programs, and prevention services; and Family Resource Centers for essential family support services, education and resources. Households are also encouraged to contact the CoC agency that assist them in their journey to permanent housing placement 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 on returns to homelessness by project type every six months to identify new households who have returned to homelessness for review and discussion for re-engagement and assistance to rehouse the households. The process includes participation from service providers, offers technical assistance and support in enhancing supportive services and connections to mainstream resources to support 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. Service providers also collaborate to learn about the approaches to service delivery previously utilized, including what worked well or what did not for that household. The person responsible for overseeing the CoC's 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 VII.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 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 Orange County CoC is implementing a strategy to increase employment income amongst the homeless populations, including those with disabilities and those that recently transitioned into permanent housing with many county, city, and private partners to strengthen 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 and increased collaboration and partnership with the Workforce Investment Board (WIB), Tierney Center for Veterans, Working Wardrobes, and other local employment service providers. Additionally, CoC has regular presentations and trainings on the various mainstream employment organizations that individuals and families can access to increase their income. Tierney Center for Veterans and Working Wardrobes, both operate specialized programs to assist veterans and their household's securing employment and increasing their income. Chrysalis provides the needed services to assist individuals experiencing homelessness in applying, securing and maintaining employment. Chrysalis operates a social enterprise model in which they can hire people experiencing homeless into temporary jobs eliminating barriers to employment and ensuring homeless people gain real world skills and develop the experience needed to find and retain-long term employment. Chrysalis staff regularly provide presentations and trainings at emergency shelters to engage persons experiencing homelessness and thus reducing barriers to accessing the program. Chrysalis has continued to expand their social enterprise model and now operate out of two locations within the CoC.
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 verifications for people experiencing homelessness to be determined eligible.
The CoC is committed to increasing employment income and regularly evaluates this performance metric every six months for all the project types in the homeless system of care. This provides an opportunity for service providers to share strategies and progress to date on increasing employment amongst clients and 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 VII.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 will assist 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 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 additional 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 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 stay at emergency shelter 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 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 other 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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 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 VII.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?	No

3A-2.	**New PH-PSH/PH-RRH Project–Leveraging Healthcare Resources.**	
	NOFO Section VII.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

3A-3.	**Leveraging Housing/Healthcare Resources–List of Projects.**	
	NOFO Sections VII.B.6.a. and VII.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
Friendship Shelte...	PH-RRH	25	Healthcare

3A-3. List of Projects.

1. What is the name of the new project?	Friendship Shelter Rapid Rehousing
2. Enter the Unique Entity Identifier (UEI):	CE4UE7M3SGA5
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:	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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

3B-1.	Rehabilitation/New Construction Costs–New Projects.	
	NOFO Section VII.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 VII.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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 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 VII.C.	

	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

3C-2.	**Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes.**	
	NOFO Section VII.C.	

	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 Statues.

4A. DV Bonus Project Applicants

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) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants;
- 24 CFR part 578;
- FY 2022 CoC Application Navigational Guide;
- Section 3 Resources;
- PHA Crosswalk; and
- Frequently Asked Questions

4A-1.	**New DV Bonus Project Applications.**	
	NOFO Section II.B.11.e.	

	Did your CoC submit one or more new project applications for DV Bonus Funding?	Yes

4A-1a.	**DV Bonus Project Types.**	
	NOFO Section II.B.11.e.	

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 2022 Priority Listing.

	Project Type	
1.	SSO Coordinated Entry	Yes
2.	PH-RRH or Joint TH and PH-RRH Component	Yes

4A-2.	**Information About the Project Applicant for the New Support Services Only Coordinated Entry (SSO-CE) DV Bonus Project.**	
	NOFO Section II.B.11.(e)(2)	

Enter in the chart below information about the project applicant applying for the new SSO-CE DV Bonus project:

1.	**Applicant Name**	County of Orange
2.	**Project Name**	Coordinated Entry System - DV
3.	**Project Ranking on Priority Listing**	27
4.	**Unique Entity Identifier (UEI)**	Z27AVTCCKHU3
5.	**Amount Requested**	$250,000

4A-2a.	Addressing Coordinated Entry Inadequacies through the New SSO-CE DV Bonus Project.	
	NOFO Section II.B.11.(e)(2)(c)	

	Describe in the field below:
1.	the inadequacies of your CoC's current Coordinated Entry that limits its ability to better meet the needs of survivors of domestic violence, dating violence, sexual assault, or stalking; and
2.	how the proposed project addresses inadequacies identified in element 1 of this question.

(limit 2,500 characters)

The Orange County Coordinated Entry System is well established and effectively implements standardized access, assessment, prioritization, and referral processes approved by the Orange County Continuum of Care (CoC) Board in compliance with federal regulations. Due to compliance with the Violence Against Women Act (VAWA), our CoC's Coordinated Entry System was not able to provide survivors with specialized supportive services. An opportunity to explore these partnerships emerged with the release of the Emergency Housing Vouchers, specifically the domestic violence designated vouchers. The Emergency Housing Voucher Program strengthened partnerships between Coordinated Entry System and the four Victim Service Providers in the CoC, including Human Options, Interval House, Laura's House, and Women's Transitional Living Center. New standardized assessments and processes were collaboratively developed to facilitate referrals of survivors of domestic violence, dating violence, sexual assault, or stalking to the Emergency Housing Voucher Program through the Coordinated Entry System. As the partnerships have grown, opportunities for further development and growth were identified in the following areas: 1) fully develop a robust comparable database, 2) develop assessment and prioritization criteria for diverse service and housing needs and 3) centralize referrals to a variety of housing providers and housing project types. The Orange County Coordinated Entry System has successfully addressed similar system gaps for other subpopulations by collaborating with broad stakeholders to develop equitable and standardized access, assessment, prioritization, and referral process that are implemented consistently throughout Orange County. The Domestic Violence Bonus project will allow Orange County Coordinated Entry System to focus on developing a robust comparable database, standardize Coordinated Entry System policies and procedures for victim services providers and centralize referrals to housing through the Coordinated Entry System rooted in equity-based interactions and decisions and a survivor-centered approach that prioritizes survivor's rights and needs.

4A-2b.	Plan to Involve Survivors in Policy and Program Development in the New SSO-CE DV Bonus Project.	
	NOFO Section II.B.11.(e)(2)(d)	

Describe in the field below how the new project will involve survivors with a range of lived expertise in policy and program development throughout the project's operation.

(limit 2,500 characters)

The voices of people with lived experience, particularly survivors of Domestic Violence, are critically important to developing responsive and trauma informed policies and procedures. The Orange County Coordinated Entry System is committed to integrating diverse participation and feedback into policy and program development decisions and implementation through committee participation, public feedback processes and public listening sessions. All Coordinated Entry System policies and procedures will be developed in partnership with the four victim service providers operating in Orange County and include a public feedback process with an intentional focus on soliciting feedback from survivors and people with lived experience while protecting their confidentiality and safety. This will ensure that the proposed project will assist program participants with obtaining and remaining in permanent housing while incorporating trauma-informed and victim-centered approaches. In addition, all Coordinated Entry System policies and procedures will be reviewed by the Continuum of Care's Lived Experience Advisory Committee which includes committee members with a wide range of lived expertise. The Coordinated Entry System policies and procedures must also be approved by the Orange County Continuum of Care Board which includes a board seat for a victim service provider and a person with lived experience. The Continuum of Care Board and committee meetings are public meetings where diverse community members and stakeholders are encouraged to actively participate in providing feedback on topics concerning the Continuum of Care, including the Coordinated Entry System. In addition, the process to join the CoC membership has been simplified to facilitate participation from a diverse group of stakeholders, including people with current or past lived experience of homelessness or domestic violence.

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 II.B.11.(e)(1)(c)	

1.	Enter the number of survivors that need housing or services:	29,461
2.	Enter the number of survivors your CoC is currently serving:	27,454
3.	Unmet Need:	2,007

4A-3a.	How Your CoC Calculated Local Need for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section II.B.11.e.(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)

To determine the number of survivors of Domestic Violence (DV) being served in the Orange County Continuum of Care (CoC) from September 1, 2021 to August 31, 2022, the Orange County CoC considered the number of survivors being served by Victim Service Providers (VSP), and the number of participants with a history of domestic violence that are enrolled in Emergency Shelter, Street Outreach, or Coordinated Entry System projects in the Homeless Management Information System (HMIS). The number of survivors that need housing or services in the Orange County CoC from September 1, 2021 to August 31, 2022, includes the number of survivors being served by DV agencies, the survivors that requested assistance from the VSP but were unable to be served, the survivors that contacted the 211OC Contact Center but were unable to be served, and the number of participants with a history of domestic violence that are enrolled in Emergency Shelter, Street Outreach, or Coordinated Entry projects in HMIS.
The data for these questions came from the comparable databases of the VSP, HMIS, and the 211OC Contact Center database that operate within the Orange County CoC.
Barriers to meeting the housing and services needs of DV survivors and their families include lack of shelter and/or staff capacity, the client did not meet the eligibility requirements for the project, or the shelter was an unsafe option for the client due to the proximity to the location where the abuse occurred. In addition, some clients were not served if they had other service needs that were beyond the scope of the project, like substance use issues, medical needs, or mental health 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 II.B.11.e.(1)(d)	

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
Human Options

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 2022 Priority Listing:

1.	Applicant Name	Human Options
2.	Project Name	Domestic Violence Housing First Collaborative Project
3.	Project Rank on the Priority Listing	28
4.	Unique Entity Identifier (UEI)	XC3EL4FAP817
5.	Amount Requested	$1,498,858
6.	Rate of Housing Placement of DV Survivors–Percentage	57%
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 II.B.11.e.(1)(c)	

	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, Human Options, 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 permanent housing at program exit. Permanent housing destinations include rental by client and staying or living with family (permanent tenure). Human Options' rate of housing placement is low, as Human Options primarily operates emergency shelter and transitional housing programs for survivors who are actively or recently fled DV situations. Human Options works in partnership with the Orange County Continuum of Care (CoC) to identify appropriate housing resources to support survivor households transition to permanent stable housing.
The rate of housing retention was calculated by evaluating the number of DV households experiencing enrolled in programs and placed into permanent housing that remained housed six months after housing placement and did not seek additional services from Human Options. Reasons for recidivism may include additional violence or safety issues that require households to relocate from permanent housing.
Human Options operates a comparable database 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. Human Options was awarded the FY2021 HUD CoC DV Bonus project in the CoC.

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 II.B.11.e.(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)

The staff of Human Options, the Domestic Violence (DV) Bonus applicant, have a combined 138 years of specialist experience in the field of DV and abuse, with 40 years of DV survivor housing delivery including emergency shelter, transitional housing and rapid rehousing that adopt and follow the Housing First principles. Human Options has 29 years of experience effectively utilizing federal funds to provide DV services, such as outreach, DV case management, emergency shelter, transitional housing, and collaborating to improve services and outcomes for survivors in the Orange County Continuum of Care (CoC). Federal funds have included Victims of Crime Act, Violence Against Women Act, and Family Violence Prevention and Services Act funding dispensed through the California Office of Emergency Services, Community Development Block Grants, and direct grants from the U.S. Office on Violence Against Women and the U.S. Department of Housing Development.
Human Option's partnership with WISEPlace, combines experience in providing supportive services and housing placements for survivors of DV, dating violence, sexual assault, or stalking that meet the definition of homeless. Staff are trained and well-versed in delivering trauma informed services to survivors including providing full wraparound supportive services and individualized housing placement. Human Option focusses on integrating victim services within the CoC, participates in the Coordinated Entry System, and connecting survivors to supportive services by collaborating with the CoC, and community. Human Options provides professional mental health resources, counseling and support groups to participants
Human Options prioritizes the placement and stabilization of DV survivors into permanent housing as quickly and safely as possible without service anticipation, progress requirements or preconditions. The applicant will support participants in developing an individualized housing case plans that supports their path to permanent housing and self-sufficiency, outlining short-term and long-term goals that are survivor-driven. The individualized housing case plan assists to determine which supportive services the survivors need to make progress on their goals and track progress on connecting to those supportive service. The individualized housing plan includes a focus on supporting the participant in securing income and/or having a robust plan after the housing subsidy ends to ensure long-term housing stability.

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 II.B.11.e.(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 confidentially 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 Continuum of Care (CoC) and Human Options, the Domestic Violence (DV) Bonus project applicant. All staff are trained in safety planning and harm reduction practices, recognizing the dynamic nature of risk in DV situations. Effective safety planning starts with appropriate responses to DV disclosures and staff are trained in recognizing signs and responding sensitively to build trust and promote long-term engagement with supportive services to prevent returns to abusive situations. To ensure privacy during intake, Human Options complete an intake with survivors in a private room and separate from other adults in the household. Upon entry to services, survivors complete a safety assessment with their case managers to identify safe locations which could include cities, neighborhoods, local establishments, as well as identifying locations which to refrain from. Risk indicators form part of assessment and care planning tools and opportunities will be provided to engage in accredited programming, including Seeking Safety. This evidence-based programmatic model supports survivors in identifying what is safe as it related to scatted site units.
Participants 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 in that facility or unit or have expressly requested a transfer. Danger assessments will be completed with survivors to determine thresholds for meeting high risk of harm criteria. Through a therapeutic offer, elements of Trauma Focused Cognitive Behavioral Therapy will be practiced in a safe environment to resolve emotional and behavioral difficulties associated with traumatic experiences.
Protecting survivor confidentiality is key to ensuring the safety long-term. Human Options has ensured the ability to record client information using a comparable database, whilst maintaining compliance with Violence Against Women Act confidentiality requirements. The location of Human Options emergency shelter, transitional housing and permanent housing programs are kept confidential in accordance to the Confidentiality Policy. Emergency shelter and transitional housing facilities are staffed 24-hours day under the supervision of experienced program managed. Human Options regularly maintains facilities to ensure proper lightening, functioning security systems, and landscaping to keep a safe environment.

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 II.B.11.e.(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)

Human Options, the Domestic Violence (DV) Bonus applicant, prioritizes ensuring the immediate and long-term safety of survivors and their families and notes its critical to breaking the cycle of abuse, maintaining housing stability and independence. The project will serve as an expansion to an awarded DV Bonus project and will work with survivors on safety planning and in identifying risk factors. Risk can be dynamic in DV situations and staff will be trained in identifying factors that increase risk, such as escalating frequency or nature of abuse and at point of separation. Human Options will ensure that survivors complete a danger assessment screening, develop a safety plan and have increased knowledge of ways to keep safe. Human Options has a strong partnership with local law enforcement that enables concerns to be addressed and provide increased patrols at congregate living spaces.
Human Options completed a safety and security walk through of the Transitional Housing facility with an elite security company and implemented recommendations to improve building security and safety. These improvements include installation of new bullet resistant windows and doors and augmentation of video surveillance throughout the facility. This allows a security alarm system to be maintained that alerts local police department in case of emergency. The facility has designated safe rooms which can be locked and secured with a heavier door installed to prevent easy access. The rooms are equipped with emergency kits, including food and water. Regular maintenance occurs to repair any broken or malfunctioning items.
Human Options will support with legal advocacy to enable survivors to increase in their knowledge of how to use the legal system to protect themselves from abuse and obtain restraining orders or legal separation. Human Options will support survivors in gaining financial independence to obtain permanent housing and prevent returns to abusive relationships.
Human Options conduct ongoing and routine evaluation of its policy and procedures as well as standard operating procedures concerning the safety of survivors. Any incidents involving safety issues that occur at any site are immediately reported for urgent attention. All safety incidents are reviewed to make any safety adjustments to the program, as needed. Annual quality control exercises are conducted to evaluate the effectiveness of the services offered to victims of domestic violence including privacy.

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.**	
	NOFO Section II.B.11.e.(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.

(limit 5,000 characters)

The project applicant, Human Options, utilizes a trauma-informed, victim-centered approach when assessing the needs of survivors and works to identify appropriate housing interventions. Case managers work with participants to identify the housing and financial goals that best fit their individual needs and that will promote long-term stability and success. Participants are enabled to lead the process respecting that they know what is best for their lives. Case managers provide referrals to housing programs that are in-line with their goals and that will support their overall success and stabilization and assist with the search and identification of appropriate housing units based on participant safety, affordability, and preferred geographic location with consideration to proximity to work, family, public transportation etc. Case managers support survivors to focus on their safety, financial, employment and self-sufficiency goals, utilizing a strengths-based approach to develop self-esteem and confidence.

The program provides participants with guidelines that offer a framework to living and working in a communal environment to ensure respect, safety, and success. Guidelines have taken the place of policies, as Human Options respects the agency and expression of each individual to utilize personal choice in knowing and creating the environment that yields the best outcomes. In recognition that many participants are learning that they now have the agency to choose, as many come from a controlled environment, a less restrictive structure is promoted encouraging practice of new skills in order to feel empowered.

All direct service staff have been trained in trauma-informed care and practice a trauma-informed approach with each participant, which includes helping the participant understand how trauma shows up in their lives consciously or subconsciously and possibly creates additional barriers to their success. On-site therapists are utilized to support participants with recognizing how their trauma presents and then equipping them with tools to proactively move through triggers and promote healing. Trauma informed care is practiced through a strengths-based lens and case managers utilize motivational interviewing to assist the participant in uncovering and identifying their strengths in order to harness their natural abilities to reach their goals. Staff members receive training in Diversity, Equity, and Inclusion, with an emphasis on addressing implicit bias. Staff focus groups discuss practices and gain insight and if needed, adjustments are made to ensure our sites are inclusive of gender, sexual orientation, race, ethnicity, and disability. Programming provides one-on one case management sessions, individual therapy, parent coaching, Personal Empowerment groups (PEP), Healing Arts classes, and a Women’s Health and Wellness group. On-site Children’s Programming is complementary and offers one-on-one parent coaching for participants. The Children’s Program advocates work with participants to support their individual parenting needs. Staff work with parents in parenting classes and individual therapy to help them address their own emotional distress and increase their parenting skills and ability to foster their children’s healthy development. In the process, parents learn to set realistic expectations, model behaviors, and reinforce their children’s positive behaviors. As a result, both child and parent begin to thrive, develop a more predictable and nurturing relationship, and ultimately break the cycle of abuse.

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 II.B.11.e.(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, Human Options, provides a variety of supportive services to meet the individual needs of survivors. The project will utilize a victim-centered approach, which allows the participant to lead the process and prioritize the goals that best fit their individual needs. The survivor will work closely with their case manager to determine which housing option is in alignment with their goals and the case manager offers the necessary support and stabilization services to be successful in sustaining permanent housing. These supports include but are not limited to housing search assistance and placement, housing stabilization, credit repair, financial literacy education, employment assistance, securing basic resources and mainstream benefits (i.e., TANF/CalWorks, SSI, SSDI, Medical, WIC, food assistance, financial aid for school, and housing programs such as Housing Choice Vouchers), life skills training, transportation (i.e., taxi vouchers, bus passes, ride share services), financial assistance (e.g., security deposits, rental assistance, utility deposits), and services to special populations (i.e., multilingual and multicultural support services for underserved communities). Supportive services are provided in person and utilizing teleconferencing methods. When in person services are provided this can offered at a local Family Resource Center, agency office, and or a location designated safe by both the survivor and staff (i.e., park, home, workplace, etc.).

Staff employ motivational interviewing and a strengths-based approach when engaging survivors in service delivery. Case managers utilize a case plan model when setting goals with clients. The case plan will review areas focused on housing, employment, finances, health and more. In addition to highlighting survivors' existing strengths, Human Options administers the Devereux Resiliency scale. This tool is implemented at the start, middle, and end of service and allows case managers to highlight the survivors adaptive coping skills (i.e., strengths) and areas for continued growth.

Legal advocacy services will be offered in person, mobile and virtually. Legal advocacy services include education, court preparation and accompaniment, safety planning, and linkages to agency services including housing, transportation, childcare, financial, and other resources that support survivor safety and promote self-sufficiency. Additionally, Human Options will provide survivors pro bono counsel and when possible direct legal representation, for survivors who otherwise could not afford or access them. Mental health counseling will be offered twice a week while in transitional housing. Services will be provided by a license or license supervised clinician. The clinician will provide trauma-informed, trauma-specific mental health counseling and facilitate support groups as relevant. In order to ensure continuity of care, the survivor will remain with the therapist for the duration of service delivery. When the survivor transitions to permanent housing, Human Options will support the survivor in identifying community-based behavioral health supports.

Human Options adheres to the Housing First Model as outlined in W&I Code Section 8255. The primary goal of the program is to provide survivors of DV with low-barrier services (i.e., immediate safety, housing, supportive services, etc.) to attain and maintain stable housing as quickly as possible. The program accepts all clients regardless of their sobriety or use of substances, mental illness, income, credit history, work status, gender, sexual orientation, or participation in services. Survivors are empowered to make their own decisions and move towards long-term permanent housing and guided through the steps necessary to attain stable housing (i.e., budgeting, employment, housing search, etc.) Human Options offers supportive services that emphasize engagement and problem solving over therapeutic goals and case plans that are participant-driven without predetermined goals. Human Options' case

managers are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of participant' lives, where clients are engaged in nonjudgmental communication regarding drug and alcohol use, and where participants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the participant so chooses.

4A-3g.	Plan for Trauma-Informed, Victim-Centered Approaches for New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.	
	NOFO Section II.B.11.e.(1)(e)	

	Provide examples in the field below of how the new project 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 works 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 project will expand the current capacity of an awarded Domestic Violence (DV) Bonus Project and provide access to transitional housing and rapid rehousing for women and their families in Orange County who identify as a DV survivor. Survivors report a spectrum of needs, including safety, affordable housing, advocacy with landlords, employment assistance, legal advocacy, mental health counseling, transportation assistance, childcare, translation services, immigration assistance, credit counseling, and/or help accessing public benefits and other resources. The lack of affordable housing, combined with lack sustainable incomes and employment skills, makes survivors extremely vulnerable to homelessness. The project will prioritize the placement and stabilization of survivors experiencing homelessness as quickly and safely as possible without service participation, progress requirements or preconditions. Based on a participant's preferences, placement options include transitional shelter or rapid re-housing. The project will utilize a victim-centered approach to allow the participant to lead the process and prioritize the goals that best fit their individual needs. The participant will work closely with their case manager to determine which housing option offers the necessary support and stabilization services to be successful in sustaining permanent housing. Program participants will be informed of the scope and specification of services offered and welcomed into a community of participants experiencing similar experiences with the goal of personalizing wraparound supportive services and case management tailored to individual needs. The project will operate using guidelines as opposed to restrictive policies that can create power differentials with staff, which disempowers the participant and creates an environment that could potentially be reflective of the one they fled. All direct service staff receive continual training in trauma-informed care to best serve and educate participants. Human Options continues to offer staff training on diversity, equity, and inclusion, with an emphasis on implicit bias. Supervisors and managers integrate these learnings into weekly one on one meetings, during team meetings and collaborative partner meetings to ensure learning is put into practice. Additional training opportunities will be provided throughout the duration of this project to ensure that we are providing equal access and being culturally responsive to client needs. Clinical therapists work individually with each participant to address and understand their trauma, while offering strategies to work through triggers and move towards healing. Mental health assessments enable clinical staff to meet participants where they are at and create a treatment plan that best fits their needs. Motivational interviewing and a strengths-based approach is utilized when engaging participants in service delivery and case managers utilize an individualizing housing case plan when setting goals with participants. The individualized housing case plan will review areas focused on housing, employment, finances, health and more. In addition to highlighting participants' existing strengths, administration of the Devereux Resiliency scale is a tool used during the start, middle, and end of service and allows case managers to highlight the clients adaptive coping skills (strengths) and areas for continued growth. Case managers and therapists will offer all program participants a variety of opportunities to engage in specific domestic violence educational support groups such as Personal Empowerment Program, a 10-week educational program, and Seeking Safety, an evidence-based model. There are 16 Family Resource Centers in Orange County and Human Options provides services in eight. In addition to these groups, participants will be offered a variety for connection and engagement in services through the Family Resource Centers in Orange County. WISEPlace, subrecipient of the applicant, will offer weekly workshops to participants in the form of socialization activities (i.e., yoga and art therapy, health and wellness services, Alcoholic

Anonymous and Narcotics Anonymous, financial empowerment, faith-based gatherings, and employment readiness). Participants will have the opportunity to participate in one-on-one or group therapy sessions with a licensed therapist or participate in workshops led by volunteers sharing their personal interests or skills. Human Options will offer parenting support through its existing Children's Program. The Children's Program offers child and family therapy, combining individual therapy and classroom-style intervention. Therapists use elements of Trauma-Focused Cognitive Behavioral Therapy that effective in helping to resolve emotional and behavioral difficulties and distress associated with trauma experiences, improving the parent's supportive interactions with the child, and increasing parenting skills.

4A-3h.	**Plan for Involving Survivors in Policy and Program Development of New PH-RRH and Joint TH and PH-RRH Component DV Bonus Projects.**	
	NOFO Section II.B.11.e.(1)(f)	

Describe in the field below how the new project(s) will involve survivors with a range of lived expertise in policy and program development throughout the project's operation.

(limit 2,500 characters)

The Domestic Violence (DV) Bonus applicant, Human Options, maximizes efforts to involve individuals with current or past lived experience of homelessness, including those who are victims of domestic violence, dating violence, sexual assault, or stalking, in the development, review, and updating of program policies and procedures. Human Options also performs due diligence in ensuring the inclusion of individuals with lived experience and survivors in program planning, implementation, operations, and evaluation. This is achieved through the following strategies: 1) Inclusion on decision-making bodies, including but not limited to the Human Option's Board of Directors. Human Options works to recruit individuals with lived experience and/or survivors to serve on its Board of Directors to ensure a broad representation and have impact on how to best address barriers and challenges survivors face. Human Options also regularly employs individuals with lived experience and/or survivors. One-third of the membership of Human Option's Board of Directors has experienced domestic violence and homelessness. 2) Volunteering – Individuals with lived experience and/or survivors are encouraged to participate in program operations such as emergency shelter, meals, grocery bag distribution, logistics, etc. This empowers survivors and provides mechanisms to provide input on the operations and program development. 3) Quality Control and Improvements – individuals with lived experience and/or survivors participate in annual surveys that assist the agency in improving its service delivery. Human Options established a Residence Council at its emergency shelter to obtain feedback from clients on their current and urgent needs of the clients. WISEPlace and WTLC, applicant subrecipients, engages individuals with lived experience and who have completed their program on the agency's Advisory Boards to help with program design, procedures, operations, and policies.

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.

Document Type	Required?	Document Description	Date Attached
1C-7. PHA Homeless Preference	No	1C-7. PHA Homeles...	09/27/2022
1C-7. PHA Moving On Preference	No	1C-7. PHA Moving ...	09/27/2022
1E-1. Local Competition Deadline	Yes	1E.1 Local Compet...	09/26/2022
1E-5a. Notification of Projects Accepted	Yes	1E-5a. Notificati...	09/27/2022
1E-5c. Web Posting–CoC-Approved Consolidated Application	Yes	1E-5c. Web Postin...	09/28/2022
3A-1a. Housing Leveraging Commitments	No	3A.1a. Housing Le...	09/27/2022
3A-2a. Healthcare Formal Agreements	No	3A-2a. Healthcare...	09/29/2022
3C-2. Project List for Other Federal Statutes	No	3C-2. Project Lis...	09/27/2022
1E-2. Local Competition Scoring Tool	Yes	1E-2. Local Comp...	09/26/2022
1E-2a. Scored Renewal Project Application	Yes	1E-2a. Scored Ren...	09/26/2022
1E-5b. Final Project Scores for All Projects	Yes	1E-5b. Final Proj...	09/29/2022

1E-5. Notification of Projects Rejected-Reduced	Yes	1E-5. Notificatio...	09/27/2022
1E-5d. Notification of CoC-Approved Consolidated Application	Yes	1E-5d. Notificati...	09/28/2022

Attachment Details

Document Description: 1C-7. PHA Homeless Preference

Attachment Details

Document Description: 1C-7. PHA Moving On Preference

Attachment Details

Document Description: 1E.1 Local Competition Deadline

Attachment Details

Document Description: 1E-5a. Notification of Projects Accepted

Attachment Details

Document Description: 1E-5c. Web Posting–CoC-Approved Consolidated Application

Attachment Details

Document Description: 3A.1a. Housing Leveraging Commitment

Attachment Details

Document Description: 3A-2a. Healthcare Formal Agreements

Attachment Details

Document Description: 3C-2. Project List for Other Federal Statutes

Attachment Details

Document Description: 1E-2. Local Competition Scoring Tool

Attachment Details

Document Description: 1E-2a. Scored Renewal Project Application

Attachment Details

Document Description: 1E-5b. Final Project Scores for All Projects

Attachment Details

Document Description: 1E-5. Notification of Projects Rejected-Reduced

Attachment Details

Document Description: 1E-5d. Notification of CoC-Approved Consolidated Application

Submission Summary

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

Page	Last Updated
1A. CoC Identification	09/16/2022
1B. Inclusive Structure	09/26/2022
1C. Coordination and Engagement	09/26/2022
1D. Coordination and Engagement Cont'd	09/26/2022
1E. Project Review/Ranking	09/26/2022
2A. HMIS Implementation	09/26/2022
2B. Point-in-Time (PIT) Count	09/26/2022
2C. System Performance	09/26/2022
3A. Coordination with Housing and Healthcare	09/26/2022
3B. Rehabilitation/New Construction Costs	09/26/2022
3C. Serving Homeless Under Other Federal Statutes	09/26/2022

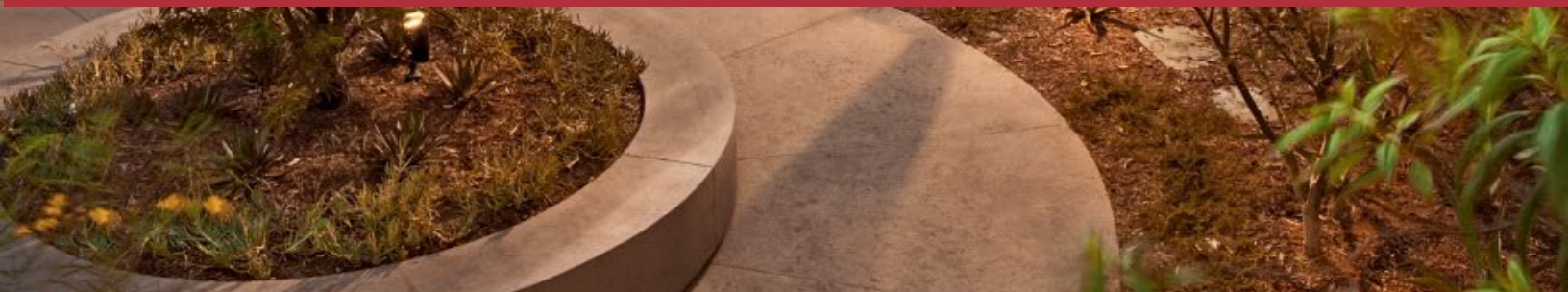
4A. DV Bonus Project Applicants	09/29/2022
4B. Attachments Screen	09/29/2022
Submission Summary	No Input Required

1C-7. PHA Homeless Preferences

ANAHEIM HOUSING AUTHORITY

ADMINISTRATIVE PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

EFFECTIVE JULY 1, 2022



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.

Vulnurable 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.

Vunurable 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.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 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 EHVs. 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 EHVs.
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.

GARDEN GROVE
HOUSING AUTHORITY

ADMINISTRATIVE PLAN

GARDEN GROVE

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.

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) Programprojects:***
  - 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.

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 though 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

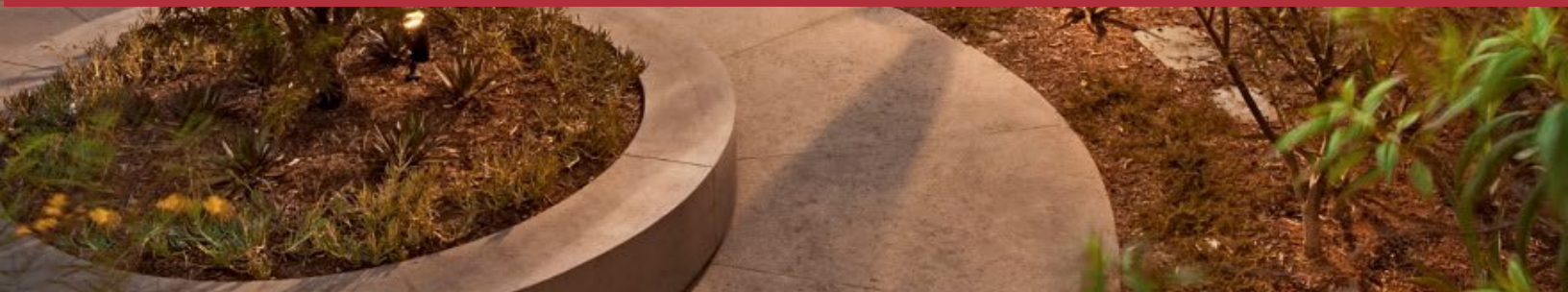
The initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. The Violence against Women Act of 2013 (VAWA) creates an exception to this prohibition for families who are otherwise in compliance with 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 Homeless Preferences

ANAHEIM HOUSING AUTHORITY

ADMINISTRATIVE PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

EFFECTIVE JULY 1, 2022



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.

Vulnurable 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.

Vunurable 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.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 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 EHVs. 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 EHVs.
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.

GARDEN GROVE
HOUSING AUTHORITY

ADMINISTRATIVE PLAN

GARDEN GROVE

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.

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) Programprojects:***
  - 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.

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 though 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)].

FY2022 CoC NOFO
1E.1 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
Lived Experience Advisory Committee Recruitment

FY 2022 COC PROGRAM NOFO

The U.S. Department of Housing and Urban Development (HUD) has released the Notice of Funding Opportunity (NOFO) for the Fiscal Year (FY) 2022 Continuum of Care (CoC) Program Competition on Monday, August 1, 2022. 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 2022 CoC Renewal Project Application will become available on soon.

Applications for CoC Renewal Projects must be submitted to the Office of Care Coordination electronically via DropBox and printed via in-person hand delivery. The deadline for the CoC Renewal Project Application is Wednesday, August 31, 2022, by 12:00 p.m. (PDT).

- **Detailed Description: FY2022 CoC Renewal Project Applications**
- **Application: FY 2022 CoC Renewal Project Application (PDF)**
- **Application: FY2022 CoC Renewal Project Application (Word)**

Domestic Violence Bonus, CoC Bonus Funding, and Reallocation Funding (To be posted soon)

The Orange County Continuum of Care (CoC) and the Office of Care Coordination, as the Collaborative Applicant, are seeking proposals from qualified organizations for the FY2022 CoC Program Notice of Funding Opportunity (NOFO) provided by the U.S. Department and Housing Development (HUD) for new projects to be funded by the Domestic Violence (DV) Bonus, CoC Bonus and Reallocation Funding. The Office of Care Coordination is facilitating the NOFO Competition that is currently seeking Request for Proposals (RFP) from interested organizations for the DV Bonus and the CoC Bonus and Reallocation funding.

Proposals in response to the RFP for DV Bonus, CoC Bonus and Reallocation Funding must be submitted to the Office of Care Coordination electronically via DropBox and printed via in-person hand delivery. The deadline to apply is Friday,

Proposals in response to the RFP for DV Bonus, CoC Bonus and Reallocation Funding must be submitted to the Office of Care Coordination electronically via DropBox and printed via in-person hand delivery. The deadline to apply is Friday, August 31, 2022, at 2:00 p.m. (PDT).

- **Bid Title:** FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects
- **Bid Starts:** (Pending)
- **Bid Ends:** August 31, 2022, at 2:00 p.m. (PDT)
  - RFP Detailed Description: FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects (To be posted soon)
  - RFP Application: FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects (PDF) (To be posted soon)
  - RFP Application: FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects (Word) (To be posted soon)

Timeline

DATE	ACTIVITY
January 18, 2022	CoC program Registration Notice posted
March 4, 2022	CoC Program Registration Forms Available in e-snaps
April 7, 2022	CoC Program Registration Deadline
May 25, 2022	CoC Board Meeting: CoC NOFO Ad Hoc Approved
June 23, 2022	Grant Inventory Worksheet (GIW) Available
July 19, 2022	Completed GIWs and Revisions submitted to local HUD field office
August 1, 2022	HUD released the FY2022 CoC NOFO

August 5, 2022	Intent to Renew Survey released by Office of Care Coordination
August 12, 2022	Intent to Renew Survey due to the Office of Care Coordination
August 15, 2022	Release of FY2022 Request for Proposals (RFP) for CoC Bonus, DV Bonus and Reallocation Projects Release of FY2022 CoC Renewal Projects Application
August 17, 2022	Technical Assistance Office Hours Begin
August 18, 2022	CoC Project Renewal Meeting with CoC-Funded Agencies to review system performance and rating and ranking criteria
August 24, 2022	CoC Board Meeting: Take action in support of activities of the FY2022 CoC program NOFO, including renewal projects and new projects to be funded through the DV Bonus, CoC Bonus, and reallocation project.
August 26, 2022	Technical Assistance Office Hours end at 5:00 p.m. PDT
August 31, 2022	All project applications in response to submitted to CoC (per HUD 30 days before deadline). CoC Renewal Project Applications due at 12:00 p.m. PDT. CoC Bonus, DV Bonus and Reallocation Project Applications due at 2:00 p.m. PDT.
September 14, 2022	CoC Board Special Meeting: Approve final project rating & ranking and selection of projects for CoC Bonus, DV Bonus and Reallocation Funding.
September 15, 2022	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	**Consolidated Application posted on website for community review (Per HUD 2 days before**

2022	Renewal Project Applications due at 12:00 p.m. PDT. CoC Bonus, DV Bonus and Reallocation Project Applications due at 2:00 p.m. PDT.
September 14, 2022	CoC Board Special Meeting: Approve final project rating & ranking and selection of projects for CoC Bonus, DV Bonus and Reallocation Funding.
September 15, 2022	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 28, 2022	**Consolidated Application posted on website for community review (Per HUD 2 days before application submission)**
September 30, 2022	**CoC NOFO Submission Deadline per HUD guidelines**

Questions

For questions related to the CoC NOFO, please email **CareCoordination@ochca.com** and Carbon Copy (Cc) Zulima Lundy: **ZLundy@ochca.com** and Felicia Boehringer: **FBoehringer@ochca.com.**

Documents and Links

- **FY 2022 CoC Program NOFO**
- **HUD FY 2022 CoC Program Competition Website**
- **FY2022 CoC Estimated Annual Renewal Demand (ARD) Report**

Website last updated: August 15, 2022

Categorically Excluded Not Subject to Section 58.5 or Environmental Clearance Letter

- Application: FY 2022 CoC Renewal Project Application (PDF)
- Application: FY2022 CoC Renewal Project Application (Word)

CoC Bonus, Domestic Violence Bonus and Reallocation Funding

The Orange County Continuum of Care (CoC) and the Office of Care Coordination, as the Collaborative Applicant, are seeking proposals from qualified organizations for the FY2022 CoC Program Notice of Funding Opportunity (NOFO) provided by the U.S. Department and Housing Development (HUD) for new projects to be funded by the Domestic Violence (DV) Bonus, CoC Bonus and Reallocation Funding. The Office of Care Coordination is facilitating the NOFO Competition that is currently seeking Request for Proposals (RFP) from interested organizations for the DV Bonus and the CoC Bonus and Reallocation funding.

Proposals in response to the RFP for DV Bonus, CoC Bonus and Reallocation Funding must be submitted to the Office of Care Coordination electronically via DropBox and printed via in-person hand delivery. The deadline to apply is Friday, August 31, 2022, at 2:00 p.m. (PDT).

- **Bid Title:** FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects
- **Bid Starts:** August 15, 2022 at 7:40p.m. (PDT)
- **Bid Ends:** August 31, 2022, at 2:00 p.m. (PDT)
  - RFP Detailed Description: FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects
  - RFP Application: FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects (PDF)
  - RFP Application: FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects (Word)

Timeline

1E-5a. Notification of Projects Accepted

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:04 PM
To: Stephanie Smokin
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello Serving People in Need,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following project be accepted and ranked on the CoC Priority Listing into Tier 1.

- CoC Rapid Re-Housing

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:01 PM
To: kwilliams@211oc.org; Erin DeRycke
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello People for Irvine Community Health (2-1-1 Orange County),

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following project be accepted and ranked on the CoC Priority Listing into Tier 1.

- HMIS Consolidated Community Support NOFA 2021

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:29 PM
To: milo@afhusa.org; Bruce Rojas
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello American Family Housing,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following projects be accepted and ranked on the CoC Priority Listing into Tier 1.

- Permanent Housing Collaborative
- Permanent Housing 2

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:02 PM
To: Tescia Uribe; grants@epath.org; jenniferd@epath.org
Cc: Miranda, Jasmin; Lundy, Zulima
Subject: 2022 Priority Listing

Hello People Assisting The Homeless,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following project be accepted and ranked on the CoC Priority Listing into Tier 2.

- PATH Rapid Re-Housing (CoC Bonus)

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Miranda, Jasmin
Sent: Wednesday, September 14, 2022 4:20 PM
To: De Leon, Kristine; Bidwell, Julia; Johnson, January; Avina, Emmanuel
Cc: Lundy, Zulima; Boehringer, Felicia
Subject: 2022 Priority Listing - Orange County Housing Authority

Hello Orange County Housing Authority,

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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following projects be accepted and ranked on the CoC Priority Listing into Tier 1.

- #1 Consolidated Shelter Plus Care TRA
- #2 Consolidated Continuum of Care TRA
- #3 Consolidated Continuum of Care TRA
- #4 Consolidated Continuum of Care TRA
- Jackson Aisle Shelter Plus Care

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Sincerely,

Jasmin Miranda
Staff Specialist
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-3163

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:12 PM
To: Jgaston045@aol.com; Gary Frazier; danny@biaproperties.com; charles@biaproperties.com
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello Anaheim Supportive Housing,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following project be accepted and ranked on the CoC Priority Listing into Tier 1.

- Tyrol Plaza Senior Apartments

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:08 PM
To: Madelynn Hirneise; jgarrido@families-forward.org; rbermudez@families-forward.org; Grants
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello Families Forward,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following project/s be accepted and ranked on the CoC Priority Listing into Tier 1.

- Families Forward Rapid Re-Housing Expansion

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:01 PM
To: Ricketts, Rebecca
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello County of Orange,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following project be accepted and ranked on the CoC Priority Listing.

Tier 1:

- Coordinated Entry System SSO Grant 2021

Tier 2:

- Coordinated Entry System – DV (DV Bonus)

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:28 PM
To: David.Gillanders@pathwaysofhope.us; Mychael.Blinde@pathwaysofhope.us
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello Fullerton Interfaith Emergency Service (Pathways of Hope),

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following project be accepted and ranked on the CoC Priority Listing into Tier 1.

- PSH for Families

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:10 PM
To: dprice@friendshipshelter.org; rscott@friendshipshelter.org; Lisa Talmage
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello Friendship Shelter,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following projects be accepted and ranked on the CoC Priority Listing.

Tier 1

- Henderson House Permanent Supportive Housing

Tier 2

- Friendship Shelter Rapid Re-Housing (CoC Bonus)

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: Miranda, Jasmin
Sent: Wednesday, September 14, 2022 4:27 PM
To: Deby Wolford; jtoan@ifhomeless.org; Carol Slezak
Cc: Lundy, Zulima; Boehringer, Felicia
Subject: 2022 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following projects be accepted and ranked on the CoC Priority Listing into Tier 1.

- Stanton Multi-Service Center
- Street2Home OC Expansion

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Sincerely,

Jasmin Miranda
Staff Specialist
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-3163

Boehringer, Felicia

From: Miranda, Jasmin
Sent: Wednesday, September 14, 2022 4:15 PM
To: Carol Williams; accounting@intervalhouse.org; thyda@intervalhouse.org
Cc: Lundy, Zulima; Boehringer, Felicia
Subject: 2022 Priority Listing - Interval House

Hello Interval House,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following projects be accepted and ranked on the CoC Priority Listing into Tier 1.

- Domestic Violence TH-RRH Program
- Rapid Rehousing Program

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Sincerely,

Jasmin Miranda
Staff Specialist
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-3163

Boehringer, Felicia

From: Miranda, Jasmin
Sent: Wednesday, September 14, 2022 4:24 PM
To: Patti Long; Allison Davenport
Cc: Lundy, Zulima; Boehringer, Felicia
Subject: 2022 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following projects be accepted and ranked on the CoC 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
- Aqua PSH

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Sincerely,

Jasmin Miranda
Staff Specialist
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-3163

Boehringer, Felicia

From: Boehringer, Felicia
Sent: Wednesday, September 14, 2022 4:16 PM
To: mrios@humanoptions.org; Sara Behmerwohld
Cc: Lundy, Zulima; Miranda, Jasmin
Subject: 2022 Priority Listing

Hello Human Options,

On behalf of the Orange County Continuum of Care (CoC), I 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.

This year's CoC NOFO Ad Hoc Committee, selected by the CoC Board and consisting of non-conflicted CoC Board members, recommended that the following projects be accepted and ranked on the CoC Priority Listing.

- The renewal DV Bonus Project will straddle Tier 1 and Tier 2.
- The DV Housing First Collaborative Project (DV Bonus) will be included in Tier 2.

This recommendation was approved by the CoC Board on Wednesday, September 14, 2022. Please reply to this email to confirm receipt.

Best Regards,

Felicia Boehringer, MSW
Continuum of Care Administrator
County Executive Office | Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA 92701
Office: (714) 834-4454 | Cell: (714) 620-4396

Boehringer, Felicia

From: County of Orange, California <oc_info@ocgov.info>
Sent: Thursday, September 15, 2022 3:15 PM
To: Miranda, Jasmin; Murillo, Chelsea; Boehringer, Felicia; Alvarado, Jesse; Vargas, Mayra; Gaspar, Jocelyn; scourt@ochca.com; Chou, Grace; Nguyen, Julie; Dempster, Natalie; Betances, Karen; Nguyen, Julie
Subject: Courtesy Copy: FY2022 Orange County Continuum of Care NOFO Update: Program Priority Listing

This is a courtesy copy of an email bulletin sent by Felicia Boehringer.

This bulletin was sent to the following groups of people:

Subscribers of CoC Board Members or Homeless Services – Continuum of Care (1070 recipients)

Office of CARE COORDINATION
County Executive Office

FY2022 Orange County Continuum of Care NOFO Update: Program Priority Listing

The U.S. Department of Housing and Urban Development (HUD) released the Fiscal Year (FY) 2022 Continuum of Care (CoC) Program Notice of Funding Opportunity (NOFO) on August 1, 2022. Applications from each CoC are due by Friday, September 30, 2022. The Office of Care Coordination, as the Collaborative Applicant for the Orange County CoC, plans to submit the Orange County CoC Consolidated Application on Wednesday, September 28, 2022.

As part of the September 14, 2022, Special Meeting agenda, the Orange County CoC Board approved the CoC Project Ranking and Tiering policy and the Project Priority Listing order as recommended by the CoC NOFO Ad Hoc. Click here to view the approved FY2022 CoC Program Priority Listing.

New and Renewal Projects selected and ranked according to the Orange County CoC's Project Ranking and Tiering Policy for inclusion in this year's Consolidated Application to HUD can be viewed in the FY 2022 Orange County CoC Program Priority Listing located on the FY 2022 CoC Program NOFO webpage.

For additional information on the Orange County CoC NOFO application process, please visit the FY 2022 CoC Program NOFO webpage.

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1E-5c. Web Posting–CoC-Approved Consolidated Application

- RFP Application: FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects (Word)

FY 2022 Program Priority Listing *(Posted on September 14, 2022)*

On September 14, 2022, the CoC Board approved the CoC Project Ranking and Tiering order as recommended by the CoC NOFO Ad Hoc to be included in the FY2022 CoC Program Priority Listing. The FY 2022 Program Priority Listing can be viewed below.

- FY 2022 Orange County Continuum of Care Program Priority Listing

Consolidated Application and Project Priority Listing *(Posted on September 27, 2022)*

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. In addition, the revised final version of the Orange County CoC Project Ranking and Tiering (FY 2022 Orange County Continuum of Care Program Priority Listing) has been included.

- FY 2022 Orange County CoC Consolidated Application
- FY 2022 Orange County CoC Project Priority Listing: E-Snaps Document
- FY 2022 Orange County Continuum of Care Program Priority Listing (Final)

Timeline

DATE	ACTIVITY

3A.1a. Housing Leveraging Commitment

The Orange County Continuum of Care (CoC) did not identify any new project applications that will be leveraging housing resources, As such there is no attachment for this section.

3A-2. New PH-PSH/PH-RRH Project–Leveraging Healthcare Resources

NOFO Section VII.B.6.b.

Friendship Shelter:

Friendship Shelter Rapid Re-housing Project

Healthcare Formal Agreements

Friendship Shelter

OPENING DOORS SINCE 1988

September 26, 2022

SUBJECT: CoC NOFO Bonus and Reallocation – Friendship Shelter Rapid Re-Housing

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 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
Housing Tenancy and Sustaining Services: $475 per month
Housing Deposits: $5,000 per person

Under these community supports, participants are eligible to receive: case management and connection to community resources, life skills training, benefits and income assistance, landlord mediation, and financial assistance for move-in costs and making a unit habitable.

For budgeting purposes, cash match and leverage through CalAIM is expected to represent approximately one quarter of total anticipated program costs:

CalAIM	$ 90,605
HUD portion	$ 362,421
Program Total	$ 453,026

Sincerely,

Dawn Price
Executive Director
Friendship Shelter, Inc.

HOUSING FOR HEALTH OC

August 30, 2022

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.

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.

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 Heath 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 (6^{th}) 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, heath 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 confidentially 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/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. 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 o 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 of trustees of Provider of 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 (6^{th}) 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 of 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.

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

CERTIFICATION REGARDING LOBBYING

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type: initial
☐ contract ☐ grant ☐ cooperative agreement ☐ loan ☐ loan guarantee ☐ loan insurance	☐ bid/offer/application ☐ initial award ☐ post-award	☐ initial filing ☐ material change For Material Change Only: Year quarter date of last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Prime Subawardee Tier, if known:	
Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CDFA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known:
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (attach Continuation Sheets(s)	b. Name and Address of Lobbying Entity (If individual, last name, first name, MI): SF-LLL-A, If necessary)
Amount of Payment (check all that apply): $ actual planned Form of Payment (check all that apply): a. ☐ cash b. ☐ in-kind, specify: Nature Value	13. Type of Payment (Check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e deferred ☐ f. other, specify:

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:

(Attach Continuation Sheet(s) SF-LLL-A, If necessary)

15. Continuation Sheet(s) SF-LLL-A Attached: Yes ☐ No ☐

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.	Signature: Print Name: Title: Telephone No.: Date: :

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL

☐

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	Signature
heather stratman)	Yunkyung Kim
Print Name	Print Name
Chief Administrative Officer	Chief Operating Officer
Title	Title
Sep 18, 2022	Sep 19, 2022
Date	Date

People Assisting the Homeless (PATH):

Rapid Re-housing Project

Healthcare Formal Agreements

ATTACHMENT 15: HEALTH CARE FORMAL AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU or Agreement) is entered into by and between the Family Health Matters and Placentia Navigation Center.

WHEREAS, the Placentia Navigation Center, a nonprofit organization, house the homeless, provide health resources, counseling, job and social skills, and opportunities to reunite homeless with family and friends.

WHEREAS, PLACENTIA NAVIGATION CENTER has partnered with the Family Health Matters Community Health Center to address the growing need of access to quality medical care for their clients in Placentia and the surrounding areas.

WHEREAS, PLACENTIA NAVIGATION CENTER has identified employees of Family Health Matters and/or their vendors or service providers to provide medical services for clients.

WHEREAS, in exchange for Family Health Matters providing Medical Services for PLACENTIA NAVIGATION CENTER clients and surrounding communities, PLACENTIA NAVIGATION CENTER agrees to waive facility use charges.

NOW, THEREFORE, the parties agree as follows:

1. Subject to the terms of this Agreement, PLACENTIA NAVIGATION CENTER shall allow the Family Health Matters Mobile Medical Unit to provide medical care at such PLACENTIA NAVIGATION CENTER locations, on dates and times mutually agreed upon by the parties through December 31, 2023. Representatives from PLACENTIA NAVIGATION CENTER and Family Health Matters agree to work collaboratively for purposes of implementation of the intent of this Agreement.

2. At all times relevant, and pursuant to the terms and conditions of this Agreement, PLACENTIA NAVIGATION CENTER is and shall be construed to be independent contractors and not agents, servants, or employees of FHM. No joint venture or shared enterprise is created by this Agreement.

3. Family Health Matters will seek compensation for services related to this Agreement, if any, from private and governmental sources outside PLACENTIA NAVIGATION CENTER. Under no circumstances will PLACENTIA NAVIGATION CENTER be responsible for the cost of any services provided pursuant to this Agreement.

4. The parties shall comply with all applicable federal, state, and municipal statutes or ordinances. Among other things, Family Health Matters shall be solely responsible for the maintenance and privacy of patient records related to services provided pursuant to this Agreement.

5. Family Health Matters may at any time for any reason terminate this Agreement. Written notice by FHM's CEO to PLACENTIA NAVIGATION CENTER shall be sufficient to stop further performance of this Agreement. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

6. Family Health Matters shall maintain in force during the term of this Agreement, at its cost and expense, a program of self-insurance for commercial general liability, which includes sexual abuse and molestation, in the amount of not less than ONE MILLION DOLLARS ($1,000,000) per incident/TWO MILLION DOLLARS ($2,000,000) aggregate, and property damage of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per accident. Family Health Matters may also self-insure for business automobile liability, if applicable, and workers' compensation coverage for its employees as required by the State of California law. Said policy program of self-insurance, Family Health Matters shall expressly name PLACENTIA NAVIGATION CENTER, its agents, employees and officers as an Indemnified Party for the purposes of this Agreement. A certificate of self-insurance insurance shall be furnished within 30 calendar days of full execution of this Agreement.

7. Each party shall defend, indemnify, and hold the other harmless from all losses, obligations, claims, liability, settlement, payment, judgment, or award, including costs and legal fees incurred or required to be paid due to any claim resulting from the other party's negligence or misconduct in connection with the performance of this Agreement.

8. Neither this Agreement nor any of the rights or duties under it may be assigned or delegated by either party without the other party's express written authorization.

9. Written notice under this Agreement shall be delivered personally or sent by United States Registered or Certified Mail, postage prepaid as follows:

Family Health Matters	PLACENTIA NAVIGATION CENTER
Family Health Matters Community Health Center 1182 N Euclid St., Anaheim, CA, 92801	Placentia Navigation Center 731 S Melrose St, Placentia, CA 92870

10. If any provision of this Agreement, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remainder of this Agreement shall not be affected, and shall be enforceable to the fullest extent permitted by law.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California; venue shall be Orange County, California.

12. This Agreement may be amended only by a written document signed by the parties.

13. The parties agree that this Agreement is a complete statement of their entire agreement, and supersedes all previous communications between them.

14. Nothing in this Agreement, express or implied, shall confer upon any person, firm, or corporation other than the parties and their respective successors or assigns, any remedy or claim as third party beneficiaries or otherwise. All of the terms, covenants, and conditions in this Agreement shall be for the sole and exclusive benefit of the parties and their successors and assigns.

15. No waiver of or failure by either party to enforce a provision, covenant, condition, or right under this Agreement shall be construed as a subsequent waiver of the same right or provision, or waiver of any other right. No extension of time for performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument.

By signing below, the signatories represent that they are authorized to execute this Agreement on behalf of their respective party:

Family Health Matters

By: _____ Andrew Triplett, CEO

Date: 3/25/2022

PLACENTIA NAVIGATION CENTER:

By: Jescia Uribe

Name/ Title

Date: 4/7/2022

3C-2. Serving Persons Experiencing Homelessness as Defined by Other Federal Statutes

The Orange County Continuum of Care (CoC) is not requesting to serve persons experiencing homelessness as defined by other Federal Statuses. This attachment does not apply.

1E.2. Local Competition Scoring Tool

FY2022 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 grant application for the Orange County CoC. Data is collected using various sources including the FY2022 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 FY2021 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.	• Technical Requirements • Document Presentation Requirements • Timeliness • FY2022 Intent to Renew Survey • Exhibit 1 through 4, and Attachments 1 through 3.	5	Populated by CoC Collaborative Applicant	
Project Performance	Data Quality and Project Performance Measures as approved by the CoC Board	• Reference page 3 of FY2022 CoC Program NOFO Rating and Ranking Criteria • Exhibit 5: Project Information Form	40	Populated 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	• 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		
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	• 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.	• Exhibit 5: Project Information For • Project Description from E-Snaps • Review of Attachment 8 - Project's policies and procedures supporting Housing First Model operations	10		
Unspent funds	Review of unspent funding in last 3 grant terms. • Unspent funds will be compared to the annual renewal amount (ARA)	• 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	Populated by CoC Collaborative Applicant	
Equity, Access and Inclusion	Evaluation of the project's equitable service access for individuals and families, including in BIPOC and LGBTQ+ communities. Evaluation of the project applicant's involvement of persons with lived experience in the design and implementation of the project.	• Project Description from E-Snaps • Attachment 7: Equity, Access and Inclusion	12		
Total Points			100 Maximum Points Possible		

FY 2022 Continuum of Care (CoC) Notice of Funding Opportunity (NOFO) – Project Performance

Below are the measures and point allocations to be used for the evaluation of the CoC Renewal Projects during the FY2022 CoC NOFO. The Project Performance Measures are based on the Permanent Supportive Housing and Rapid Rehousing reports published on April 2022 and May 2022 by 2-1-1 Orange County (211OC), HMIS Lead. In addition, the Average Data Quality Score from Quarter 1 of the 2022 HMIS Data Quality Report Cards will be included in the analysis. The CoC NOFO Ad Hoc has reviewed and will recommend the performance measures and thresholds below to be included in this analysis.

Permanent Supportive Housing											**Total**
	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	98%	100%	30 days	65%	45%	7%	95%	93%	Greater than or equal to 50%	Less than or equal to 45 days	
Maximum Point Allocation	12	13	13	7	9	14	14	12	3	3	100
Within 10% of Threshold	6	6.5	6.5	3.5	4.5	7	7	6	1.5	1.5	50
More than 10% from Threshold	0	0	0	0	0	0	0	0	0	0	0
Agency – Project Name											
Performance Score											
Points Awarded											

*Note: # points out of 100 is converted to 40 points for the CoC Rubric Score.

1E.2a. Scored Renewal Project Application

FY2022 Continuum of Care (CoC) Program Notice of Funding Opportunity (NOFO) Scoring and Rating Criteria

Agency Name: Friendship Shelter

Name of Project: Henderson House Permanent Supportive Housing

The scoring criteria below are used to rate and rank all CoC renewal projects as part of the annual CoC grant application for the Orange County CoC. Data is collected using various sources including the FY2022 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 FY2021 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.	• Technical Requirements • Document Presentation Requirements • Timeliness • FY2022 Intent to Renew Survey • Exhibit 1 through 4, and Attachments 1 through 3.	5	5	
Project Performance	Data Quality and Project Performance Measures as approved by the CoC Board	• Reference page 3 of FY2022 CoC Program NOFO Rating and Ranking Criteria • Exhibit 5: Project Information Form	40	36.8	
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	• 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	
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	• Exhibit 5: Project Information Form • Project Description from E-Snaps	10	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.	• Exhibit 5: Project Information For • Project Description from E-Snaps • Review of Attachment 8 - Project's policies and procedures supporting Housing First Model operations	10	10	
Unspent funds	Review of unspent funding in last 3 grant terms. • Unspent funds will be compared to the annual renewal amount (ARA)	• 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 BIPOC and LGBTQ+ communities. Evaluation of the project applicant's involvement of persons with lived experience in the design and implementation of the project.	• Project Description from E-Snaps • Attachment 7: Equity, Access and Inclusion	12	11.5	
Total Points			100 Maximum Points Possible	**95.3**	Looks like assistance is needed regarding referrals into the TAY portion of the PSH to ensure we can fulfill vacancies and access this resource to the best of our ability.

FY 2022 Continuum of Care (CoC) Notice of Funding Opportunity (NOFO) - Project Performance

Below are the measures and point allocations to be used for the evaluation of the CoC Renewal Projects during the FY2022 CoC NOFO. The Project Performance Measures are based on the Permanent Supportive Housing and Rapid Rehousing reports published on April 2022 and May 2022 by 2-1-1 Orange County (211OC), HMIS Lead. In addition, the Average Data Quality Score from Quarter 1 of the 2022 HMIS Data Quality Report Cards will be included in the analysis. The CoC NOFO Ad Hoc has reviewed and will recommend the performance measures and thresholds below to be included in this analysis.

Permanent Supportive Housing											**Total**
	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	98%	100%	30 days	65%	45%	7%	95%	93%	Greater than or equal to 50%	Less than or equal to 45 days	
Maximum Point Allocation	12	13	13	7	9	14	14	12	3	3	100
Within 10% of Threshold	6	6.5	6.5	3.5	4.5	7	7	6	1.5	1.5	50
More than 10% from Threshold	0	0	0	0	0	0	0	0	0	0	0
Friendship Shelter – Henderson House											
Performance Score	100%	97%	6 days	76%	50%	0%	97%	100%	40%	17	
Points Awarded	12	6.5	13	7	9	14	14	12	1.5	3	92*

*Note: 92 points (92%) is converted to 36.8 for the CoC Rubric Score.

Orange County Continuum of Care FY2022 Priority Program Listing

Total Annual Renewal Amount: $29,942,953
Tier 1 (95% of ARA): $28,445,805
Tier 2 (5% of ARA + CoC Bonus + DV Bonus): $4,978,979

CoC Bonus: $1,497,148
DV Bonus: $1,984,683
CoC Planning: $898,289

Project Ranking	Applicant Name	Project Name	Project Component	Total ARA	Score
1	Interval House	Domestic Violence TH-RRH Program	Joint TH-RRH	$946,775	100.0%
2	Interval House	Rapid Rehousing Program	RRH	$234,783	99.3%
3	Friendship Shelter, Inc.	Henderson House Permanent Supportive Housing	PSH	$632,877	96.1%
4	Orange County Housing Authority	#3 Consolidated Continuum of Care TRA	PSH	$2,957,977	95.3%
5	Mercy House Living Centers	OC PSH Collaboration Project II	PSH	$2,298,858	92.6%
6	Mercy House Living Centers	Mills End and PSH Leasing Consolidation	PSH	$574,790	92.5%
7	Mercy House Living Centers	OC PSH Collaboration Project	PSH	$3,641,354	91.4%
8	Orange County Housing Authority	#4 Consolidated Continuum of Care TRA	PSH	$2,304,462	91.2%
9	Orange County Housing Authority	#1 Consolidated Shelter Plus Care TRA	PSH	$4,472,267	89.6%
10	Illumination Foundation	Street2Home OC Expansion	PSH	$1,956,881	88.4%
11	Orange County Housing Authority	Jackson Aisle Shelter Plus Care	PSH	$389,050	87.8%
12	Illumination Foundation	Stanton Multi-Service Center	PSH	$472,533	87.7%
13	Orange County Housing Authority	#2 Consolidated Continuum of Care TRA	PSH	$1,938,248	87.3%
14	Mercy House Living Centers	Mercy House - CoC Leasing - Renewal	PSH	$539,006	84.9%
15	Serving People In Need, Inc.	CoC Rapid Re-Housing	RRH	$629,234	84.7%
16	Anaheim Supportive Housing, Inc.	Tyrol Plaza Senior Apartments	PSH	$231,212	80.5%
17	Mercy House Living Centers	Aqua PSH	PSH	$295,784	75.3%
18	American Family Housing	Permanent Housing Collaborative	PSH	$384,629	71.7%
19	Fullerton Interfaith Emergency Service	PSH for Families	RRH	$346,067	68.3%
20	Families Forward	Families Forward Rapid Re-Housing Expansion	RRH	$579,869	68.0%
21	American Family Housing	Permanent Housing 2	PSH	$593,107	67.9%
22	County of Orange	Coordinated Entry System SSO Grant 2021	SSO-CES	$1,231,239	
23	People for Irvine Community Health (211OC)	HMIS Consolidated Community Support NOFA 2021	HMIS	$650,575	
24	Human Options	DV Bonus Project	Joint TH-RRH	$144,228	65.0%
			Tier 1 Total	**$ 28,445,805**	
	Human Options	DV Bonus Project	Joint TH-RRH	$1,497,148	65.0%
25	Friendship Shelter	Friendship Shelter Rapid Re-Housing (CoC Bonus)	RRH	$362,421	92.0%
26	County of Orange	Coordinated Entry System – DV (DV Bonus)	SSO	$250,000	
27	Human Options	DV Housing First Collaborative Project (DV Bonus)	Joint TH-RRH	$1,734,683	88.9%
28	PATH	PATH Rapid Re-Housing (CoC Bonus)	RRH	$1,134,727	88.3%
			Tier 2 Total	**$ 4,978,979**	
				$ 33,424,784	

1E-5. Notification of Projects Rejected-Reduced

The Orange County Continuum of Care (CoC) did not reject or reduce any renewal or new project applications. All project applications received during the local competition process are included in the CoC Project Priority Listings.

1E-5c. Web Posting–CoC-Approved Consolidated Application

- RFP Application: FY 2022 Request for Proposals for Continuum of Care Bonus, Domestic Violence Bonus and Reallocation Projects (Word)

FY 2022 Program Priority Listing *(Posted on September 14, 2022)*

On September 14, 2022, the CoC Board approved the CoC Project Ranking and Tiering order as recommended by the CoC NOFO Ad Hoc to be included in the FY2022 CoC Program Priority Listing. The FY 2022 Program Priority Listing can be viewed below.

- FY 2022 Orange County Continuum of Care Program Priority Listing

Consolidated Application and Project Priority Listing *(Posted on September 27, 2022)*

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. In addition, the revised final version of the Orange County CoC Project Ranking and Tiering (FY 2022 Orange County Continuum of Care Program Priority Listing) has been included.

- FY 2022 Orange County CoC Consolidated Application
- FY 2022 Orange County CoC Project Priority Listing: E-Snaps Document
- FY 2022 Orange County Continuum of Care Program Priority Listing (Final)

Timeline

DATE	ACTIVITY

1E-5d. Notification to Community Members and Key Stakeholders that the CoC-Approved Consolidated Application is Posted on Website.

Courtesy Copy: Orange County CoC NOFO Update: Consolidated Application and Final Project Priority Listing

County of Orange, California <oc_info@ocgov.info>

Tue 9/27/2022 1:54 PM

To: Boehringer, Felicia <fboehringer@ochca.com>;Vargas, Mayra <MVargas@ochca.com>;Alvarado, Jesse <jalvarado@ochca.com>;Owens, Linda <linda.owens@ocgov.com>;Chou, Grace <grace.chou@ocit.ocgov.com>;Dempster, Natalie <NDempster@ochca.com>;Hogan, Xuan <xuan.hogan@ocgov.com>;Gaspar, Jocelyn <JGaspar@ochca.com>;scourt@ochca.com <scourt@ochca.com>;Murillo, Chelsea <cmurillo@ochca.com>;Nguyen, Julie <Julie.Nguyen@ocit.ocgov.com>;Betances, Karen <KBetances@ochca.com>;Nguyen, Julie <Julie.Nguyen@ocit.ocgov.com>;Miranda, Jasmin <JMiranda@ochca.com>

This is a courtesy copy of an email bulletin sent by Felicia Boehringer.

This bulletin was sent to the following groups of people:

Subscribers of CoC Board Members or Homeless Services – Continuum of Care (1078 recipients)

Office of
CARE COORDINATION
County Executive Office

Orange County Continuum of Care Notice of Funding Opportunity (CoC NOFO) Consolidated Application and Final Project Priority Listing

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The final versions of FY2022 Orange County Continuum of Care (CoC) Consolidated Application and Project Priority Listing have been posted on the FY2022 CoC Program NOFO webpage for review. In addition, an updated version of the projects accepted and ranked have been included in the Orange County CoC's Project Ranking and Tiering and can also be found on the FY2022 CoC Program NOFO webpage.

If you have any additional questions or comments in regards to the FY2022 Orange County CoC Consolidated Application or Project Priority Listing, please

contact the Office of Care Coordination at CareCoordination@ochca.com by **Thursday, September 29, 2022 at 9:00 a.m.**

Information related to the Orange County CoC Program NOFO application process can be review of the FY2022 CoC Program NOFO webpage.
