

Addendum to Restorative and Reentry Services, LLC's Final 360 Assessment of the 2023-2024 Emergency Cold Weather Shelter Under 3rd Party Oversight Contract

Clarification from Anchorage Health Department

Below, the Anchorage Health Department (AHD) has provided clarification to the Final 360 Assessment provided by Restorative and Reentry Services (RRS), the third-party oversight contractor for the 2023-2024 Emergency Cold Weather Shelter contracts. The initial 360 report provided by RRS had many vague statements that were not backed up by documented facts or evidence, for example, implying that Henning, Inc. did not have good neighbor agreements in their communities or that they were not enforcing them when in fact RRS had not even asked Henning, Inc. if they had good neighbor agreements. Due to this, AHD requested a draft of the final 360 report for review in case there were areas that would have benefited from clarification. No draft report was provided to AHD as requested, so this document will provide clarification from AHD on statements made in the final report.

- (1) Page 2, Note #1 – AHD is unsure why a note on financial compliance and financial reporting for the shelter operators was included in this report. The shelter contracts for non-congregate, congregate, and food service providers were awarded through a competitive process. The lowest bids were awarded with contracts and the contracts were based on per client/per day rates. The service providers reported the number of clients served per day. The contractors billed at that number, which was then multiplied by their per client/per day rate. The Aviator was additionally allowed to bill for documented damages. This 360 report provides no reasoning as to why a financial audit would be required. AHD does not believe that a financial audit is required, but should the Municipality decide to request one through Internal Audit, AHD expects it will be a very straightforward process.
- (2) Page 3, Section D – The 2023-2024 contract had only one addition to it that was not in the Spring 2023 grant. This addition was a requirement that before anyone, be that third-party oversight contractor or shelter services contractor, bring another community service provider onto Municipal property to provide services to clients, that they must first discuss this with AHD. This is a requirement because the Risk and Legal departments require anyone providing services on Municipal property to have a Municipal agreement in place with required insurance coverage for the protection of clients, the service provider, and the Municipality. Otherwise, the Spring 2023 grant and 2023-2024 contract were identical in scope of work and responsibilities.
- (3) Page 3, Section D.2 – The contractor's access to the shelters only changed after multiple reports from clients that:
 - a. They didn't need case management or housing navigation services from shelter staff because the third-party oversight contractor said they would provide case management or had, in fact, started providing those services rather than connect clients to shelter staff for these services.
 - b. They didn't need case management or housing navigation services from shelter staff because they thought the third-party oversight contractor was a shelter staffer. Due to an ongoing concern that clients were not engaging in case management because they believed the third-party oversight contractor was their case manager, the process was established to have a shelter staff member accompany the third-party oversight contractor.

This was to ensure the third-party oversight contractor could refer clients to the staffer, establish whether or not the client she was speaking to understood who staff were and what they offered, make sure the client understood that she was not a shelter staffer, etc.

- (4) Page 3, Section D.3 – Each week there was a Teams meeting in which the third-party oversight contractor would sometimes address getting “aggregate data.” These were always cordial, and RRS never claimed in any of the meetings that they weren’t getting the data, although it should be noted “aggregate data” is extremely vague and the shelter service provider would need to know what data points RRS wanted in order to provide RRS with the appropriate HMIS reports. At no point did AHD staff receive communication from RRS indicating that they weren’t receiving the data they wanted, which would have resulted in AHD staff requiring the shelter contractor to send them the information.
- (5) Page 3, Section D.4 – AHD’s request to RRS was to have all client complaints shared with AHD rather than only complaints that RRS deemed rose to a certain “level of concern.” RRS mentioned several times that complaints were received and then determined to not be a high enough level and thus not sent to AHD, which concerned AHD. AHD wanted all complaints shared in order to adequately determine where there are problems and service gaps. Complaint information allows AHD to continually improve shelter services and processes to benefit clients. Eventually, AHD developed a complaint tracking tool/call-log for RRS to use after continually not receiving all complaints as requested.
- (6) Page 4, Section D.5 – RRS eliminated their townhalls at CWS because no one was attending. RRS could have continued to host the townhalls. The shelter operators were not required by contract to get clients to attend the RRS townhalls and it would not have been appropriate for shelter staffers to force client participation. Advertising of these events and encouragement of clients to attend was the responsibility of RRS. When the townhalls were having limited success, AHD suggested a client questionnaire tool as a way for RRS to garner feedback from shelter clients and this was implemented by RRS.
- (7) Page 4 Section D.6 – AHD is unsure what information was not provided to RRS that RRS needed. As RRS was not a management company overseeing contract services, there was not an expectation that shelter contractors would keep RRS apprised of what they’re doing all the time. The third-party oversight contractor was meant to be an objective third party to observe activities and be an advocate for clients with complaints by making sure those complaints are reported in a timely manner.
- (8) Page 4, Section D.7 – If RRS had reported to AHD that their invite had been canceled, this could have been addressed. This was not reported.
- (9) Page 4, Section D. 8 – The February 1 meeting was called as a facilitated discussion because the shelter contractor perceived the oversight as a punitive action. At no time did an AHD staff member confirm that it was a punitive action, but that it could certainly be perceived as such and asked RRS to try to understand why that would be.
- (10) Page 5 – Access to AKHMIS – It is our responsibility to guard client information and only release what needs to be released to ensure provision of services. If RRS needed access to

AKHMIS a joint meeting with stakeholders and explanation of need would have had to occur. AHD does not have direct access to AKHMIS.

AHD spent significant time working with RRS to ensure an understanding of the scope of work of the third-party oversight contract and ensuring that AHD received all relevant information on shelter operations from RRS. AHD had 2 major concerns with RRS that were addressed with RRS multiple times throughout the third-party oversight contract:

- (1) RRS repeatedly refused to share all complaints with AHD, and instead would apply a self-derived and unexplained method of determining what was “important” and only reporting that. AHD finally had to issue a cure letter requiring the contractor to report all complaints, which then resulted in AHD staff having to create a method of reporting those when the contractor could not devise an appropriate report form.
- (2) AHD received numerous reports from clients that the third-party oversight contractor was their “case manager” or “housing navigator” because RRS had talked to them at the 3rd Avenue Navigation Center (not under the scope of this work) or elsewhere with some reporting that RRS said they would help them get into housing or treatment. Clients did not understand that RRS was not contracted to provide case management and would then refuse to engage with case managers/housing navigators at the shelter sites.

AHD welcomes third-party oversight for any of our programs, including the Emergency Cold Weather Shelter contracts. When executed as outlined in the contract agreement, third-party oversight can help AHD make immediate improvements to shelter operations and create strategies to address identified gaps in the longer term.