

AGREEMENT FOR THE PROVISION OF SUPPORTIVE SERVICES  
BETWEEN  
COUNTY OF FRESNO  
AND  
THE VILLAGES AT BARSTOW, LP, a California limited partnership

This Agreement (hereinafter the "Agreement") is made and entered into as of the **24th** day of **November, 2020**, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereafter referred to as the "SERVICE PROVIDER") and THE VILLAGES AT BARSTOW, LP, a California limited partnership, whose address is 1331 Fulton Street, Fresno CA 93721 (hereinafter referred to as the "PARTNERSHIP").

Pursuant to the terms of the Memorandum of Understanding (MOU #A-19-048) between the SERVICE PROVIDER and the Fresno Housing Authority (FHA), approved by the Fresno County Board of Supervisors on January 29, 2019, the SERVICE PROVIDER agreed to execute documents necessary to establish the role of the SERVICE PROVIDER as the mental health supportive services provider for supportive housing projects mutually agreed upon and developed by FHA and supported by the SERVICE PROVIDER.

The PARTNERSHIP is an affiliate of FHA and is developing a permanent supportive housing project in the County of Fresno known as Alegre Commons, f/k/a Barstow Commons (hereinafter the "DEVELOPMENT"). Pursuant to supportive services commitment letters dated March 1, 2020 and March 3, 2020 (hereinafter the "Commitment Letters"), the SERVICE PROVIDER committed to make available supportive services to the DEVELOPMENT for a minimum of 20 years. Commitment Letters are attached hereto as **Exhibit A**. MOU #A-19-048 is attached hereto as **Exhibit B**.

The SERVICE PROVIDER and the PARTNERSHIP desire to execute this Agreement to establish the role of the SERVICE PROVIDER as the mental health supportive services provider for the DEVELOPMENT consistent with MOU #A-19-048 and the Commitment Letters. Tenant services shall commence within

1 six (6) months of the DEVELOPMENT'S placed-in-service date and shall continue on a regular and  
2 ongoing basis for a minimum period of twenty (20) years.

3  
4 1. PROGRAMS PROVIDED

5 a. All services and programs of the SERVICE PROVIDER will be provided on site at the  
6 DEVELOPMENT. Services shall be provided free of charge to the tenants (with the exception of  
7 the day care services, if any), and will be of a regular and ongoing nature.

8 b. The PARTNERSHIP shall provide the physical space at the DEVELOPMENT for the provision of  
9 supportive services and tenant activities to be provided by the SERVICE PROVIDER.

10 c. The SERVICE PROVIDER shall provide the supportive services further described in the  
11 Commitment Letters, including the Supportive Services Plan for the DEVELOPMENT (attached  
12 hereto as **Exhibit C**.  
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14  
15 2. BUDGET FOR SERVICES

16 The SERVICE PROVIDER shall provide funding to pay for the supportive services at the DEVELOPMENT  
17 approximately in the amounts shown in the budget attached to the Commitment Letters (Exhibit A).  
18

19 3. MISCELLANEOUS

20 a. This Agreement shall be subject to and interpreted under the laws of the State of California.

21 b. This Agreement is the integrated expression of the parties' intent and has been negotiated by  
22 each side, and jointly drafted.  
23

24 c. Each party to this Agreement represents to the other party that it has the legal capacity and  
25 authority to sign this Agreement and to perform any and all duties hereunder.  
26

27 d. Each party to this Agreement shall be responsible for securing all necessary licenses and  
28 permits required for such party's full and faithful performance its obligations pursuant hereto.

1 4. NOTICES

2  
3 Any notice shall be addressed to:

4 PARTNERSHIP: The Villages at Barstow, LP  
5  
6 c/o: Silvercrest, Inc., Managing General Partner  
7 Preston Prince — Secretary/Director  
8 1331 Fulton Street  
9 Fresno CA 93721

10 SERVICE PROVIDER: The County of Fresno  
11 Department of Behavioral Health  
12 Dawan Utecht — Director  
13 1925 E. Dakota Avenue  
14 Fresno CA 93726

15 5. PARTIES BOUND.

16 The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal  
17 representatives, and any successors and assigns (having been approved in accordance with the terms  
18 hereof).

19 6. INDEPENDENT CONTRACTORS

20  
21 The parties to this Agreement are acting, as to each other, as independent contractors and  
22 independent employers. Nothing contained in this Agreement shall create or be construed as creating  
23 a partnership, joint venture or agency relationship between the parties. Neither party to this  
24 Agreement shall have the authority to bind the other party in any respect.  
25  
26  
27  
28

(Signatures appear on following page.)

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 ATTEST:  
4

5 **PARTNERSHIP**

6 THE VILLAGES AT BARSTOW, LP, a California limited partnership

7 By: Silvercrest, Inc., a California non-profit public benefit corporation,  
8 its managing general partner  
9

10 By: \_\_\_\_\_  
11 Preston Prince  
12 Secretary/Director

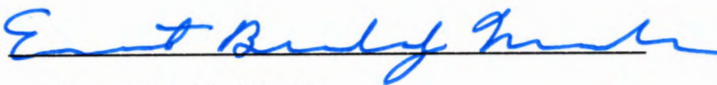
13 By: The Villages at Barstow AGP, LLC, a California limited liability company,  
14 its administrative general partner

15 By: Housing Authority of the City of Fresno, California, a public body corporate and  
16 politic, its sole member and manager

17 By: \_\_\_\_\_  
18 Preston Prince  
19 CEO/Executive Director

20 **SERVICE PROVIDER**

21 COUNTY OF FRESNO

22 By:   
23 Ernest Buddy Mendes

24 Chairman, Fresno County Board of Supervisors

25  
26 By:   
27 Bernice E. Seidel

28 Clerk, Fresno County Board of Supervisors

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Exhibit A  
Commitment Letters

Exhibit B  
Memorandum of Understanding

Exhibit C  
Supportive Services Plan

Fund/Subclass:	0001/10000
Organization:	56304825
	\$9,482,760
Account	7295



# County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH

DAWAN UTECHT

DIRECTOR

March 1, 2020

Mr. Preston Prince  
Secretary/Director  
Silvercrest, Inc.  
1331 Fulton Street  
Fresno, CA 93721

Re: Service Provision for Barstow Commons  
130 W. Barstow Avenue, Fresno CA 93704

Dear Mr. Prince:

Please accept this communication as a commitment for the Fresno County Department of Behavioral Health (Department) to provide supportive services in conjunction with the Barstow Commons project.

The Department has been providing mental health services in Fresno County for over 20 years. In working with the Housing Authority of the City of Fresno, CA (HACF) and Silvercrest, Inc., to provide housing and supportive services to our client population of homeless, chronically homeless and at risk of homelessness, we have been able to add and service over 100 + units of Special Needs Housing in the Fresno Community.

Please accept this letter as formal certification that the Department has both the experience and capacity to provide the necessary supportive services to our tenant population, and that the selected supportive services to be made available are appropriate for the residents of the Barstow Commons project. Supportive services will be made available onsite, free of charge, and made available to tenants voluntarily. The Department is hereby providing this letter of intent to provide supportive services for the Barstow Commons development, in conjunction with HACF and Silvercrest, Inc. The Department has significant experience in providing such supportive services, including linkages to primary care, social and human services, and money management.

If you should have any questions, please feel free to contact Susan Holt at 559-600-9058 or via email at [sholt@fresnocountyca.gov](mailto:sholt@fresnocountyca.gov)

Sincerely

Susan Holt,  
Deputy Director  
Fresno County Department of Behavioral Health





# County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH  
**DAWAN UTECHT**  
DIRECTOR

March 3, 2020

Preston Prince  
Secretary/Director  
Silvercrest, Inc.  
1331 Fulton Street  
Fresno, CA 93721

Re: Barstow Commons Development  
Supportive Services Commitment

Dear Mr. Prince:

Please accept this letter as a commitment from the Fresno County Department of Behavioral Health (Department) to make available supportive services to all residents in the proposed Barstow Commons development, which will consist of twenty-one (21) housing units for special needs individuals. The Department is committed to be the supportive services provider at Barstow Commons for a minimum of twenty years. Per the terms outlined in the Memorandum Of Understanding (MOU) approved by the Fresno County Board of Supervisors January 29<sup>th</sup>, 2019, Barstow Commons has been mutually agreed upon as a site for a new permanent supportive housing project. Fresno County has agreed to ensure the commitment of supportive services for permanent supportive housing projects developed under the MOU. The Department has made available supportive services and programs for a similar tenant population through the Mental Health Services Act Housing Program.

The Department is committed to providing behavioral health services as an appropriately licensed organization. The Department will also be committing \$474,138 from the Department's budget to support the supportive services component of Barstow Commons. See Exhibit A for the Barstow Commons supportive services budget. Services will be offered onsite and include, but are not limited to:

- Case management and coordination/provision of supportive services;
- On-going assessment of needs and response to services;
- Mental health services and treatment, substance abuse services and treatment;
- Education to tenants regarding their individual behavioral health condition(s);
- Behavioral health management efforts directed to assist tenants to manage their wellness, create plans of action, and to identify personal patterns in order to maximize results of their recovery services and supports;
- Coordination of services, including linkages to primary health care, mental health care, substance abuse services, and peer support;
- Coordination and securing appropriate permanent housing;
- Engagement of family and other supportive individuals;
- Team support building to include tenant council, recreational activities, social activities, and positive relationship building;

1925 E. Dakota Ave., Fresno, CA 93726  
FAX (559) 600-7673 [www.co.fresno.ca.us](http://www.co.fresno.ca.us)

- Psychological supports to help tenants accomplish personal goals and to develop strategies to deal with challenges;
- Benefits counseling and advocacy to assist tenants in accessing and securing any benefits of which they made be eligible, including Medi-Cal enrollment and Social Security benefits (SSI/SSP);
- Life-skills development services and support to include: personal care and hygiene, housekeeping, nutritional meal preparation, grocery shopping, money-management, and how to access and use public transportation;
- Clinical support services including assistance with accessing, understanding, and utilizing all aspects of an individualized treatment plan, including but not limited to medication services, case management, therapy, psychiatric rehabilitation, and peer support.

These services will be provided free of charge to the residents.

Should you have any questions regarding this commitment, please contact me at (559) 600-9058.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan Holt", is written over a horizontal line.

Susan Holt, Deputy Director  
Department of Behavioral Health  
County of Fresno



**MEMORANDUM OF UNDERSTANDING****Between****The County of Fresno****And****The Fresno Housing Authority**

**THIS MEMORANDUM OF UNDERSTANDING** hereinafter referred to as "MOU" or "Agreement" is made and entered into this 29th day of January, 2019 (the "Effective Date") by and between the **County of Fresno**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **The Fresno Housing Authority**, hereinafter referred to as "FHA."

**WHEREAS**, the State of California, Housing and Community Development (HCD) has made available No Place Like Home (NPLH) non-competitive and competitive funding to California counties.

**WHEREAS**, The County of Fresno will compete with other California counties for up to \$92 million in the first of four (4) annual funding rounds for HCD NPLH financing for the purpose of developing permanent supportive housing for adults, transitional age youth, or children and their families who reside within Fresno County and who are Homeless, Chronically Homeless or At-Risk of Chronic Homelessness as a result of their serious mental illness and/or severe emotional disturbance and are in need of mental health services; and

**WHEREAS**, the Mental Health Services Act, Special Needs Housing Program (SNHP), which is administered by the California Housing Finance Agency (CalHFA), allows local governments, such as the COUNTY, to use Mental Health Services Act (MHSA) and other local funds to commit financing for SNHP housing units for individuals with serious mental illness, and their families, who are Homeless or at risk of Homelessness;

**WHEREAS**, the State of California will make available to COUNTY \$6,168,706 (Six million one hundred sixty-eight thousand seven hundred and six dollars) in MHSA SNHP funds, and \$2,183,000 (Two million one hundred eighty-three thousand dollars) in Non-Competitive NPLH funds from the State of California;

1       **WHEREAS**, by this MOU, the FHA is requesting and the COUNTY commits to allocate up to  
2 \$6,168,706 (Six million one hundred sixty-eight thousand seven hundred and six dollars) in SNHP funds  
3 and up to \$2,183,000 (Two million one hundred eighty-three thousand dollars) of Non-Competitive  
4 NPLH funds to develop a minimum of 39 SNHP housing and 15 NPLH units;

5       **WHEREAS**, the FHA, among other things, coordinates financing, develops and manages  
6 supportive housing developments in Fresno County, and;

7       **WHEREAS**, the FHA previously partnered with Fresno County in the development of permanent  
8 supportive housing utilizing MHSA financing, which resulted in the Renaissance developments of  
9 Trinity, Alta Monte and Santa Clara; providing permanent supportive housing for homeless individuals  
10 living with a severe mental illness who reside within Fresno County; and

11       **WHEREAS**, the FHA represents that it is a qualified developer and borrower of permanent  
12 supportive housing developments in Fresno County; and

13       **WHEREAS**, COUNTY and FHA previously entered into two (2) separate agreements to develop  
14 permanent supportive housing (County Agreement # 08-114 and # 12-445) which expired by their own  
15 terms June 30, 2012 and June 30 2015, respectively; and

16       **WHEREAS**, the parties desire to enter into this new Agreement, wherein the parties will develop,  
17 operate and maintain new permanent supportive housing projects for residents of Fresno County living  
18 with severe mental illness and/or serious emotional disturbances and who are Homeless, Chronically  
19 Homeless, or At-Risk of Chronic Homelessness, all in accordance with the HCD NPLH program  
20 Guidelines; Welfare and Institutions Code Sections 5849 and 5890; the MHSA Housing Guidelines; the  
21 SNHP; and other future permanent supportive housing funding sources, as identified.

22       NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated  
23 herein by this reference, and the mutual covenants and undertakings contained herein, the receipt and  
24 sufficiency of which is hereby acknowledged, the parties agree as follows:

25       **1.     PURPOSE**

26       The COUNTY and FHA desire to develop, operate and maintain permanent supportive housing  
27 opportunities in accordance with supportive housing funding source program guidelines and regulations.  
28

To do so, the COUNTY and FHA will research and pursue permanent supportive housing development opportunities.

## **2. RESPONSIBILITIES**

A. The FHA shall be responsible to:

(1) Under the direction of COUNTY, prepare any future, agreed upon HCD NPLH, or other permanent supportive housing funding sources, supportive housing application(s). The HCD NPLH supportive housing application, SNHP, and any additional supportive housing applications would include the FHA as the developer, property manager and owner; however, any role or responsibility of FHA in any supportive housing program application shall be determined by COUNTY. Any supportive housing application completed by the FHA shall be approved by the COUNTY and such approval shall not be unreasonably withheld. The Application(s) shall comply with all state fair housing laws, regulations and directives as required by the funding source, i.e. HCD NPLH, SNHP, MHSA, etc. As part of any supportive housing program application process, both COUNTY and FHA shall research and identify potential housing sites to be funded with HCD NPLH or SNHP funds and/or other applicable funding sources or identify other funding sources that can be utilized and/or leveraged to provide for the development of permanent supportive housing units.

(2) Maintain supportive housing resource information for use by individuals housed, family members and/or support systems of individuals and supportive services staff to assist in the identification and utilization of appropriate supportive housing resources in the community.

(3) Make reasonable efforts to complete all program-reporting requirements specific to each funding source for any supportive housing developments resulting from this Agreement.

(4) Provide property management services, either directly or through a subcontract with a qualified firm, for permanent supportive housing projects developed as a result of this Agreement. Services may include, but not be limited to rent collection, property maintenance and repairs.

B. The COUNTY shall be responsible to:

(1) Assign appropriate staff to participate in the planning and housing development process with the FHA.

1 (2) Timely consider and approve all supportive housing applications presented  
2 by the FHA.

3 (3) Report required supportive housing program information to the State of  
4 California HCD, CalHFA, and other identified funding source, as related to any permanent supportive  
5 housing developments as a result of this Agreement.

6 (4) Upon request from the FHA, provide all necessary or relevant demographic  
7 information regarding the specified target populations to be served by permanent supportive housing  
8 developments as a result of this Agreement.

9 (5) Ensure there are an adequate number of eligible, certified tenant referrals  
10 made to permanent supportive housing projects developed by the FHA under this Agreement. Such  
11 referrals must meet the tenant eligibility requirements established for any given permanent supportive  
12 housing development as mandated by the funding source target population definition and as determined  
13 by Fresno County's Behavioral Health Director or designee, or by other funding sources, as applicable.

14 (6) Ensure the commitment and coordination of the appropriate level of case  
15 management or other types of supportive services are available on a timely basis to meet the behavioral  
16 health needs for individuals of any permanent supportive housing projects developed under this  
17 Agreement. These services will be voluntary and flexible and meet the needs as determined by the  
18 individuals.

19 C. In collaboration, both COUNTY and FHA shall be responsible to:

20 (1) No less than quarterly, representatives from COUNTY, FHA and other  
21 interested and invited participants will meet to discuss any potential new projects, review any previous  
22 work accomplished and assess the working relationship between all parties. The COUNTY and FHA  
23 shall mutually agree upon the location of the supportive housing projects proposed for supportive housing  
24 program applications.

25 (2) In the event a supportive housing program application is completed by  
26 FHA, that it be appropriately submitted to the applicable funding source and meets all legal requirements,  
27 including the provisions of Welfare and Institutions Code Sections 5847 and 5848 regarding postings and  
28 30-day public comment requirement (W&I Code 5848(b)). Additionally, if a supportive housing



1 program application is completed and submitted to a funding source, ensure all appropriate parties are  
2 informed of the submittal, including the Fresno County Behavioral Health Board and Fresno County  
3 Board of Supervisors.

4 (3) In the event a supportive housing program application is funded, County  
5 and FHA shall work collaboratively to ensure all necessary documents, including any MOU and/or other  
6 Agreements, are executed to establish the role of the FHA as the qualified developer/borrower/property  
7 manager or any combination thereof, and to establish the role of the COUNTY as the mental health  
8 supportive service provider, for any supportive housing project funded.

### 9 **3. TERM**

10 This MOU shall commence on the Effective Date, and shall terminate on the 30<sup>th</sup> day of  
11 June 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month  
12 periods; July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024, upon the written  
13 approval of both parties no later than sixty (60) days prior to the first day of the next twelve (12) month  
14 extension period. The Department of Behavioral Health ("DBH") Director or his/her designee is  
15 authorized to execute such written approval on behalf of COUNTY based upon FHA's satisfactory  
16 performance.

### 17 **4. TERMINATION**

#### 18 **A. Breach of Contract**

19 Either party may immediately suspend or terminate this Agreement in whole or  
20 in part, where in the determination by one of the parties there is:

- 21 1. An illegal or improper use of funds;
- 22 2. A failure to comply with any term of this Agreement;
- 23 3. A substantially incorrect or incomplete report submitted to the  
24 COUNTY; or
- 25 4. Improperly performed service.

#### 26 **B. Without Cause**

27 This Agreement may be terminated by either of the parties as to their  
28 involvement in this Agreement, upon the giving of a thirty (30) day advance written notice of an



intention to terminate from one party to the other.

**5. COMPENSATION**

The services performed in accordance with the terms and conditions as stated in this Agreement shall be performed without any monetary compensation by either party.

**6. MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

Notwithstanding the above, minor changes, as determined by COUNTY's Department of Behavioral Health Director or his or her designee may be made with the written approval of COUNTY's Department of Behavioral Health Director or designee and FHA. Minor changes may include, but are not limited to, changes that will not significantly alter the responsibilities identified in this Agreement, and changes to addresses to which notices are to be sent.

**7. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by FHA under this Agreement, it is mutually understood and agreed that FHA, including any and all of FHA's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which FHA shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that FHA is performing its obligations in accordance with the terms and conditions thereof.

FHA and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, FHA shall have absolutely no right to employment rights and benefits available to COUNTY employees. FHA shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In

1 addition, FHA shall be solely responsible and hold COUNTY harmless from all matters relating to  
2 payment of FHA's employees, including compliance with Social Security, withholding, and all other  
3 regulations governing such matters. It is acknowledged that during the term of this Agreement, FHA  
4 may be providing services to others unrelated to the COUNTY or to this Agreement.

5 **8. NON-ASSIGNMENT**

6 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties  
7 under this Agreement without the prior written consent of the other party with the exception of an  
8 affiliate or limited partnership within a tax credit transaction.

9 **9. NON-DISCRIMINATION**

10 During the performance of this Agreement FHA shall not unlawfully discriminate against  
11 any employee or applicant for employment, or recipient of services, because of race, religion, color,  
12 national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to  
13 all applicable State of California and Federal statutes and regulations.

14 **10. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

15 FHA is required to disclose if any of the following conditions apply to them, their  
16 owners, officers, corporate managers and partners:

17 A. Within the three-year period preceding the Agreement award, they have been  
18 convicted of, or had a civil judgment rendered against them for:

- 19 1. Fraud or a criminal offense in connection with obtaining, attempting to  
20 obtain, or performing a public transaction or contract under a public transaction;
- 21 2. Violation of a federal or state antitrust statute;
- 22 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of  
23 records; or
- 24 4. False statements or receipt of stolen property.

25 B. Within a three-year period preceding this Agreement, they have had a public  
26 transaction terminated for cause or default.

27 Disclosure of the above information will not automatically eliminate FHA from further  
28 business consideration. The information will be considered as part of the determination of whether to

1 continue and/or renew the contract and any additional information or explanation that FHA elects to  
2 submit with the disclosed information will be considered. If it is later determined that the FHA failed  
3 to disclose required information, any contract awarded to FHA may be immediately voided and  
4 terminated for material failure to comply with the terms and conditions of the Agreement.

5 **11. COMPLAINTS**

6 For any complaint associated with this agreement, the FHA shall log such complaints from a  
7 tenant residing at a permanent supportive housing development resulting from this Agreement. FHA  
8 shall make available to COUNTY a copy of the complaint concerning any tenants in a format and  
9 timeframe that is mutually agreed upon by both parties. The FHA shall provide details and attach  
10 documentation of each tenant complaint. The FHA shall post signs at housing developments resulting  
11 from this Agreement that informs tenants of their right to file a complaint or grievance with the FHA  
12 which is a component of the tenant's rights grievance procedure associated with each tenant's formal  
13 signed lease with the FHA.

14 **12. NOTICES**

15 The persons have authority to give and receive notices under this Agreement and their  
16 addresses include the following:

17 **COUNTY**

18 Director, Fresno County  
19 Department of Behavioral Health  
20 4441 E. Kings Canyon  
21 Fresno, CA. 93702

17 **FHA**

18 Executive Director  
19 Housing Authority of the County of Fresno  
20 1331 Fulton Mall  
21 Fresno, CA. 93721

22 Any and all notices between the COUNTY and the FHA provided for or permitted under this  
23 Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to  
24 one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage  
25 prepaid, addressed to such party

26 **13. SEVERABILITY**

27 The provisions of this Agreement are severable. The invalidity or unenforceability of any  
28 one provision in the Agreement shall not affect the other provisions.

**14. HOLD HARMLESS**

1           FHA agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the  
2 COUNTY, its officers, agents and employees from any and all costs and expenses, including attorney  
3 fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in  
4 connection with the performance, or failure to perform, by FHA, its officers, agents or employees  
5 under this Agreement, and from any and all costs and expenses, including attorney fees and court  
6 costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation  
7 who may be injured or damaged by the performance, or failure to perform, of FHA, its officers, agents  
8 or employees under this Agreement. In addition, FHA agrees to indemnify COUNTY for Federal,  
9 State of California and/or local audit exceptions resulting from noncompliance herein on the part of  
10 the FHA.

11           COUNTY agrees to indemnify, save, hold harmless, and at FHA's request, defend the  
12 FHA, its officers, agents and employees from any and all costs and expenses, including attorney fees and  
13 court costs, damages, liabilities, claims and losses occurring or resulting to FHA in connection with the  
14 performance, or failure to perform, by COUNTY and/or its officers, agents or employees under this  
15 Agreement and from any and all costs and expenses, including attorney fees and court costs, damages,  
16 liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured  
17 or damaged by the performance, or failure to perform, of COUNTY and/or its officers, agents or  
18 employees under this Agreement. In addition, COUNTY agrees to indemnify FHA for Federal, State of  
19 California and/or local audit exceptions resulting from noncompliance herein on the part of the COUNTY  
20 and/or its contracted providers.

## 21           **15.    INSURANCE**

22           Without limiting the COUNTY's right to obtain indemnification from the FHA or any third  
23 parties, FHA, at its sole expense, shall maintain in full force and effect the following insurance  
24 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement  
25 or Joint Powers MOU (JPA) throughout the term of this Agreement:

### 26           A.    Commercial General Liability

27           Commercial General Liability Insurance with limits of not less than Two Million Dollars  
28 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This



1 policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including  
2 completed operations, product liability, contractual liability, Explosion, Collapse, and Underground  
3 (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of  
4 the MOU.

5 B. Automobile Liability

6 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
7 (\$1,000,000) per accident for bodily injury and for property damage. Coverage should include owned  
8 and non-owned vehicles used in connection with this MOU.  
9

10 C. Professional Liability

11 The FHA does not anticipate to employ any licensed professional staff (*e.g.* Ph.D., R.N.,  
12 L.C.S.W., L.M.F.T.) to provide services. But if FHA does employ any licensed professional, FHA will  
13 provide Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000)  
14 per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.  
15

16 D. Worker's Compensation

17 A policy of Worker's Compensation Insurance as may be required by the California Labor  
18 Code.  
19

20 Additional Requirements Relating to Insurance

21 FHA shall obtain endorsements to the Commercial General Liability insurance naming  
22 the COUNTY, its officers, agents and employees, individually and collectively, as additional insured,  
23 but only insofar as the operations under this Agreement are concerned. Such coverage for additional  
24 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the  
25 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
26 provided under the FHA's policies herein. This insurance shall not be cancelled or changed without a  
27 minimum of thirty (30) days advance written notice given to COUNTY.

28 FHA hereby waives its right to recover from COUNTY, its officers, agents, and  
employees any amounts paid by the policy of worker's compensation insurance required by this



1 Agreement. FHA is solely responsible to obtain any endorsement to such policy that may be necessary  
2 to accomplish such waiver of subrogation, but FHA's waiver of subrogation under this paragraph is  
3 effective whether or not FHA obtains such an endorsement.

4           Within thirty (30) days from the date FHA signs this Agreement, FHA shall provide  
5 certificates of insurance and endorsements as stated above for all of the foregoing policies, as required  
6 herein, to the County of Fresno, Department of Behavioral Health, 515 S. Cedar Avenue, Fresno CA.  
7 94702, Attention: Staff Analyst - Housing, stating that such insurance coverages have been obtained  
8 and are in full force; that the COUNTY, its officers, agents and employees will not be responsible for  
9 any premiums on the policies; that for such worker's compensation insurance the FHA has waived its  
10 right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the  
11 insurance policy and that waiver does not invalidate the insurance policy; that such Commercial  
12 General Liability insurance names the COUNTY, its officers, agents and employees, individually and  
13 collectively, as additional insured, but only insofar as the operations under this Agreement are  
14 concerned; that such coverage for additional insured shall apply as primary insurance and any other  
15 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be  
16 excess only and not contributing with insurance provided under the FHA's policies herein; and that  
17 this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,  
18 written notice given to COUNTY.

19           In the event FHA fails to keep in effect at all times insurance coverage as herein  
20 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
21 Agreement upon the occurrence of such event.

22           All policies shall be with admitted insurers licensed to do business in the State of  
23 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of  
24 A FSC VIII or better.

## 25           **16. CONFIDENTIALITY**

26           Any service performed by FHA under this Agreement shall be in strict conformance with all  
27 applicable Federal, State of California (including the California Public Records Act) and/or local laws  
28 and regulations relating to confidentiality.

1  
2       **17.    HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

3           A.     The parties to this Agreement shall be in strict conformance with all applicable  
4 Federal and State of California laws and regulations, including but not limited to Sections 5328,  
5 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of  
6 Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, Sections  
7 11977 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance  
8 Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of  
9 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to  
10 Title 45, CFR, Sections 142, 160, 162, and 164, and The Health Information Technology for  
11 Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient  
12 information and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the  
13 confidentiality of genetic information.

14                Except as otherwise provided in this Agreement, the FHA, as Business Associates of  
15 COUNTY, may use or disclose Protected Health Information (PHI) to perform functions, activities or  
16 services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or  
17 disclosure shall not violate the HIPAA, USC 1320d *et seq.* The uses and disclosures of PHI may not  
18 be more expansive than those applicable to COUNTY, as the “Covered Entity” under the HIPAA  
19 Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or legal  
20 responsibilities of the Business Associate.

21           B.     FHA, including its subcontractors, agents, and employees, shall protect, from  
22 unauthorized access, use, or disclosure of names and other identifying information concerning persons  
23 receiving services pursuant to this Agreement, except where permitted in order to carry out data  
24 aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i), 164.504  
25 (3)(2)(ii)(A), and 164.504 (e)(4)(i)]. This pertains to any and all persons receiving services pursuant to  
26 a COUNTY funded program. FHA shall not use such identifying information for any purpose other  
27 than carrying out FHA’s obligations under this Agreement.

28           C.     FHA, including its subcontractors, agents, and employees, shall not disclose any

1 such identifying information to any person or entity, except as otherwise specifically permitted by this  
2 Agreement, authorized by law, or authorized by the client/patient.

3 D. For purposes of the above sections, identifying information shall include, but not  
4 be limited to name, identifying number, symbol, or other identifying particular assigned to the  
5 individual, such as finger or voice print, or a photograph.

6 E. For purposes of the above sections, genetic information shall include genetic  
7 tests of family members of an individual or individual, manifestation of disease or disorder of family  
8 members of an individual, or any request for or receipt of, genetic services by individual or family  
9 members. Family member means a dependent or any person who is first, second, third, or fourth  
10 degree relative. For purposes of the above sections, identifying information shall include, but not be  
11 limited to name, identifying number, symbol, or other identifying particular assigned to the individual,  
12 such as finger or voice print, or a photograph.

13 F. FHA shall provide access, at the request of COUNTY, and in the time and  
14 manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section  
15 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR  
16 Section 164.524 regarding access by individuals to their PHI.

17 FHA shall make any amendment(s) to PHI in a designated record set at the request of  
18 COUNTY, and in the time and manner designated by COUNTY in accordance with 45 CFR Section  
19 164.526.

20 FHA shall provide to COUNTY or to an individual, in a time and manner designated by  
21 COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit COUNTY to  
22 respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45  
23 CFR Section 164.528.

24 G. FHA shall report to COUNTY, in writing, any knowledge or reasonable belief  
25 that there has been unauthorized access, viewing, use, disclosure, or breach of PHI not permitted by  
26 this MOU, and any breach of unsecured PHI of which it becomes aware, immediately and without  
27 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification  
28 shall be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's

1 Department of Behavioral Health HIPAA Representative, within two (2) business days of discovery.  
2 The notification shall include, to the extent possible, the identification of each individual whose  
3 unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or  
4 breached. FHA shall take prompt corrective action to cure any deficiencies and any action pertaining  
5 to such unauthorized disclosure required by applicable Federal and State Laws and regulations. FHA  
6 shall investigate such breach and is responsible for all notifications required by law and regulation or  
7 deemed necessary by COUNTY and shall provide a written report of the investigation and reporting  
8 required to COUNTY's Information Security Officer and Privacy Officer and COUNTY's Department  
9 of Behavioral Health HIPAA Representative. This written investigation and description of any  
10 reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the  
11 breach to the addresses below:

12 <u>County of Fresno</u>	12 <u>County of Fresno</u>	12 <u>County of Fresno</u>
13 Dept. of Behavioral Health	13 Dept. of Public Health	13 Information Technology Services
13 HIPAA Representative	13 Privacy Officer	13 Information Security Officer
14 (559) 600-9180	14 (559) 600-3200	14 (559) 600-5800
14 4441 E. Kings Canyon	14 1221 Fulton Mall	14 2048 N. Fine Street
15 Fresno, CA 93702	15 Fresno, CA 93728	15 Fresno, CA 93727

16 H. FHA shall make its internal practices, books, and records relating to the use and  
17 disclosure of PHI received from COUNTY, or created or received by the FHA on behalf of COUNTY,  
18 available to the United States Department of Health and Human Services upon demand.

19 I. Safeguards

20 FHA shall implement administrative, physical, and technical safeguards as  
21 required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the  
22 confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives,  
23 maintains or transmits on behalf of COUNTY; and to prevent access, use or disclosure of PHI other  
24 than as provided for by this MOU. FHA shall develop and maintain a written information privacy and  
25 security program that includes administrative, technical and physical safeguards appropriate to the size  
26 and complexity of FHA's operations and the nature and scope of its activities. Upon COUNTY's  
27 request, FHA shall provide COUNTY with information concerning such safeguards.

28 FHA shall implement strong access controls and other security safeguards and



precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

1. Passwords must not be:

- a. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;
- b. A dictionary word; or
- c. Stored in clear text

2. Passwords must be:

- a. Eight (8) characters or more in length;
- b. Changed every ninety (90) days;
- c. Changed immediately if revealed or compromised; and
- d. Composed of characters from at least three of the following four groups from the standard keyboard:

- 1) Upper case letters (A-Z);
- 2) Lowercase letters (a-z);
- 3) Arabic numerals (0 through 9); and
- 4) Non-alphanumeric characters (punctuation symbols).

FHA shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating

system/software vendor security patches.

FHA shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices



1 (including, but not limited to, laptop and notebook computers).

2                 FHA shall not transmit confidential, personal, or sensitive data via e-mail or  
3 other internet transport protocol unless the data is encrypted by a solution that has been validated by  
4 the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption  
5 Standard (AES) Algorithm.

6                 J.         Mitigation of Harmful Effects

7                 FHA shall mitigate, to the extent practicable,  
8 any harmful effect that is known to FHA of an unauthorized access, viewing, use, disclosure, or breach  
9 of PHI by FHA or its subcontractors in violation of the requirements of these provisions.

10                K.         FHA's Subcontractors

11                FHA shall ensure that any of its contractors, including subcontractors, if  
12 applicable, to whom FHA provides PHI received from or created or received by FHA on behalf of  
13 COUNTY, agree to the same restrictions and conditions that apply to FHA with respect to such PHI;  
14 and to incorporate, when applicable, the relevant provisions of these provisions into each subcontract  
15 or sub-award to such agents or subcontractors.

16                L.         Employee Training and Discipline

17                FHA shall train and use reasonable measures to ensure compliance with the  
18 requirements of these provisions by employees who assist in the performance of functions or activities  
19 on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such employees  
20 who intentionally violate any provisions of these provisions, including termination of employment.

21                M.         Termination for Cause

22                Upon the knowledge by any party of a material breach of these provisions by one  
23 of the other parties, the affected party shall either:

24                         1.         Provide an opportunity for the party that caused the breach to cure the  
25 breach or end the violation and terminate this Agreement if that party does not cure the breach or end  
26 the violation within the time specified by the affected party; or

27                         2.         Immediately terminate this Agreement if any party has breached a  
28 material term of these provisions and cure is not possible.

1                   3.     If neither cure nor termination is feasible, the COUNTY Privacy Officer  
2 or the FHA designee(s) shall report the violation to the Secretary of the U.S. Department of Health and  
3 Human Services.

4                   N.     Judicial or Administrative Proceedings

5                   Any party may terminate this Agreement in accordance with the terms and  
6 conditions of this Agreement as written hereinabove, if: (1) Any party is found guilty in a criminal  
7 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a  
8 finding or stipulation that COUNTY or FHA has violated a privacy or security standard or requirement  
9 of the HITECH Act, HIPAA; or other security or privacy laws in an administrative or civil proceeding  
10 in which COUNTY and FHA is a party.

11                  O.     Effect of Termination

12                  Upon termination or expiration of this MOU for any reason, FHA shall return or  
13 destroy all PHI received from COUNTY (or created or received by FHA on behalf of COUNTY) that  
14 FHA still maintain in any form, and shall retain no copies of such PHI. If return or destruction of PHI  
15 is not feasible, FHA shall continue to extend the protections of these provisions to such information,  
16 and limit further use of such PHI to those purposes that make the return or destruction of such PHI  
17 infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if  
18 applicable, of FHA. If FHA destroy the PHI data, a certification of date and time of destruction shall  
19 be provided to the COUNTY by FHA.

20                  P.     Disclaimer

21                  COUNTY makes no warranty or representation that compliance by FHA with  
22 these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be adequate or satisfactory  
23 for FHA's own purposes or that any information in FHA's possession or control, or transmitted or  
24 received by FHA, is or will be secure from unauthorized access, viewing, use, disclosure, or breach.  
25 FHA is solely responsible for all decisions made by FHA regarding the safeguarding of PHI.

26                  Q.     Amendment

27                  The parties acknowledge that Federal and State laws relating to electronic data  
28 security and privacy are rapidly evolving and that amendment of these provisions may be required to

1 provide for procedures to ensure compliance with such developments. The parties specifically agree  
2 to take such action as is necessary to amend this Agreement in order to implement the standards and  
3 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating  
4 to the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days  
5 written notice in the event that FHA do not enter into an amendment providing assurances regarding  
6 the safeguarding of PHI that COUNTY in its sole discretion deems sufficient to satisfy the standards  
7 and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

8 R. No Third-Party Beneficiaries

9 Nothing express or implied in the terms and conditions of these provisions is  
10 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or FHA  
11 and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

12 S. Interpretation

13 The terms and conditions in these provisions shall be interpreted as broadly as  
14 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws.  
15 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved  
16 in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

17 T. Regulatory References

18 A reference in the terms and conditions of these provisions to a section in the  
19 HIPAA regulations means the section as in effect or as amended.

20 U. Survival

21 The respective rights and obligations of FHA as stated in this Section shall  
22 survive the termination or expiration of this Agreement.

23 V. No Waiver of Obligations

24 No change, waiver or discharge of any liability or obligation hereunder on any  
25 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,  
26 or shall prohibit enforcement of any obligation on any other occasion.

27 //

28 //

//

## 18. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to FHA by the COUNTY, including but not limited to the following:

### A. FHA-Owned Mobile, Wireless, or Handheld Devices

FHA may not connect to COUNTY networks via personally-owned mobile, wireless or handheld devices, unless the following conditions are met:

- 1) FHA has received authorization by COUNTY for telecommuting purposes;
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and
- 4) A secure connection is used.

### B. FHA-Owned Computers or Computer Peripherals

FHA may not bring FHA-owned computers or computer peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

### C. COUNTY-Owned Computer Equipment

FHA or anyone having an employment relationship with the COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).



1 D. FHA may not store COUNTY's private, confidential or sensitive data on any  
2 hard-disk drive, portable storage device, or remote storage installation unless encrypted.

3 E. FHA shall be responsible to employ strict controls to ensure the integrity and  
4 security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
5 disclosure of data maintained in computer files, program documentation, data processing systems, data  
6 files and data processing equipment which stores or processes COUNTY data internally and  
7 externally.

8 F. Confidential client information transmitted to one party by the other by means of  
9 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of  
10 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

11 G. FHA is responsible to immediately notify COUNTY of any violations, breaches  
12 or potential breaches of security related to COUNTY's confidential information, data maintained in  
13 computer files, program documentation, data processing systems, data files and data processing  
14 equipment which stores or processes COUNTY data internally or externally.

15 H. COUNTY shall provide oversight to FHA's response to all incidents arising from a  
16 possible breach of security related to COUNTY's confidential client information provided to FHA. The  
17 FHA will be responsible to issue any notification to affected individuals as required by law or as deemed  
18 necessary by COUNTY in its sole discretion. FHA will be responsible for all costs incurred as a result of  
19 providing the required notification.

## 20 **19. AUDITS AND INSPECTIONS**

21 The FHA shall at any time during business hours, and as often as the COUNTY may deem  
22 necessary, make available to the COUNTY for examination all of its records and data with respect to the  
23 matters covered by this Agreement. The FHA shall, upon request by the COUNTY, permit the  
24 COUNTY to audit and inspect all such records and data necessary to ensure the FHA's compliance with  
25 the terms of this Agreement.

26 The COUNTY shall at any time during business hours, and as often as the FHA may deem  
27 necessary, make available to the FHA for examination all of its records and data with respect to the  
28 matters covered by this Agreement. The COUNTY shall, upon request by the FHA, permit the FHA to



1 audit and inspect all such records and data necessary to ensure the COUNTY's compliance with the terms  
2 of this Agreement.

3 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be  
4 subject to the examination and audit of the Auditor General for a period of three (3) years after final  
5 payment under contract (Government Code Section 8546.7).

6 **20. DISCLOSURE OF SELF – DEALING TRANSACTIONS**

7 Only applicable if the FHA is operating as a corporation (a for-profit or non-profit  
8 corporation) or the FHA changes its status to operate as a corporation during this agreement.

9 Members of the FHA's Board of Directors shall disclose any self-dealing transactions that  
10 they are a party to while the FHA is providing goods or performing services under this agreement. A self-  
11 dealing transaction shall mean a transaction to which the FHA is a party and in which one or more of its  
12 directors has a material financial interest. Members of the FHA Board of Directors shall disclose any self-  
13 dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction*  
14 *Disclosure Form* (Exhibit A) and submitting it to the COUNTY prior to commencing with the self-dealing  
15 transaction or immediately thereafter.

16 **21. NON-EXCLUSIVE AGREEMENT**

17 No provisions of this Agreement shall preclude COUNTY from entering into other  
18 agreements/MOU's with other parties for supportive housing related programs and services.

19 **22. GOVERNING LAWS**

20 The parties agree that for the purposes of venue, performance under this Agreement is to  
21 be in Fresno County, California.

22 The rights and obligations of the parties and all interpretation and performance of this  
23 Agreement shall be governed in all respects by the laws of the State of California.

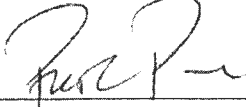
24 **24. ENTIRE AGREEMENT**

25 This Agreement and all exhibits constitutes the entire Agreement between the FHA and  
26 COUNTY with respect to the subject matter hereof and supersedes all previous Agreements  
27 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of  
28 any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
day and year first hereinabove written.

**FRESNO HOUSING AUTHORITY**

**COUNTY OF FRESNO**

By: 

By:   
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

Print Name: Preston Prince

Date: January 29, 2019

Title: Executive Director

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

Date: 1-22-19

By: 

Date: January 29, 2019

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Secretary of Corporation, or  
Any Assistant Secretary, or  
Chief Financial Officer, or  
Any Assistant Treasurer

Mailing Address:

Fresno Housing Authority  
1331 Fulton Street  
Fresno, CA. 93721  
Phone No.: (559) 443-8400  
Contact: Executive Director

Fund: 0001/10000  
Organization: 56304710  
Account: 7295

## **Supportive Services Plan – Barstow Commons Development**

The primary goal of the supportive services plan to support an individual in maintaining tenancy. The principles of the Supportive Services Plan for the Barstow Commons Development consist of services that are voluntary, flexible and based upon an individual's needs.

### **Overview and Description of Supportive Services**

For purposes of the Barstow Commons Development, the Fresno County Department of Behavioral Health (Department) shall be the designated supportive services provider. It is the intention of Department to coordinate supportive services with a contracted local mental health services provider to deliver the required supportive services either on site or off site at the Barstow Commons Development, dependent upon needs of the individual tenants. The Department's selection of a contractor to provide the supportive services will be consistent with Fresno County guidelines for contract procurement. Once a supportive services provider is selected, a revision to the Barstow Commons Supportive Services Plan will be submitted to HCD identifying the supportive services provider including that provider's experience and qualifications.

### **Target Population Narrative**

Individuals targeted for housing within the Barstow Commons Development will be homeless individuals considered to be Chronically Homeless, Homeless, or At Risk of becoming Chronically Homeless, living with complex and long-term social and mental health conditions. Each individual's history of homelessness and lived experience will require an individualized approach to assessment of strengths, needs and goals. As a long-standing member of the Fresno-Madera Continuum of Care (FMCoC), the Fresno County Department of Behavioral Health (Department) has gained extensive knowledge and understanding of individuals experiencing various types of homelessness in Fresno County as well as neighboring Madera County. Many of these individuals live with a severe mental illness or a severe emotional disturbance and/or co-occurring substance use disorder and are at high risk of severe health complications, including death, if they remain disconnected from housing, health services, and the community. Given the high risk of severe health complications of the Chronically Homeless, Homeless and the At-Risk of Chronic Homeless, the Department intends to focus upon providing NPLH permanent supportive housing to these populations.

Also included in the target population of Chronically Homeless, Homeless and At-Risk of Chronic Homelessness are adults who are transitioning from institutions. Such institutions include places of custody for justice-involved individuals such as jail, prison, and juvenile detention centers. Institutions also include places of institutional behavioral health care including a state hospital, psychiatric health facility, psychiatric or behavioral health hospital or unit, hospital emergency room, institute for mental disease, mental health rehabilitation center, skilled nursing facility, developmental center, residential

treatment program, residential care facility, community crisis center, board and care facility, or foster care setting.

When individuals in Fresno County have a serious mental illness and experience homelessness, their ability to participate meaningfully in their treatment and recovery can be compromised. As a result, after extended periods of instability in housing and difficulty accessing supportive services or treatment, they often experience acute psychiatric crisis requiring institutional care settings. Some also experience involvement with law enforcement resulting in incarceration. The lack of inventory of permanent supportive housing in Fresno County currently results in an unfortunate cycle of release from institutional settings right back into homelessness and instability. By supporting eligible individuals to enter the Barstow Commons Development, the Department hopes to end this vicious and damaging cycle for these individuals.

To identify and determine homeless individuals having the highest health risk and the most need of housing, specifically, those individuals defined as Chronically Homeless, Homeless or At-Risk of Chronic Homelessness, the FMCoC utilizes a Coordinated Entry System (CES). The CES has recently attained limited functionality but has demonstrated effective collaboration amongst the membership of the FMCoC: homeless serving organizations who function to assist homeless individuals. During 2018, the CES went through an extensive development and building process, making real-time adjustments while functioning to screen/assess homeless individuals the most at-risk of serious health complications. Formal protocols of the CES for the FMCoC were submitted to the United States Department of Housing and Urban Development (HUD) in early 2018. Familiarity, experience and practical ongoing application of the current CES within the FMCoC serves as a platform for how homeless individuals will be identified, screened, assessed, matched, and housed within the Barstow Commons Development. The Department is an active and engaged member of the FMCoC.

With program resources, the Department's efforts will be greatly enhanced, allowing for a much needed increase in permanent supportive housing units for CES-identified homeless individuals.

## **TENANT OUTREACH, ENGAGEMENT, AND RETENTION STRATEGIES**

The primary goal of an effective supportive services plan is to support and help an individual maintain their housing. The existing principles of the Department's supportive services plan, currently in place in permanent supportive housing developments in Fresno County, support this goal by making available voluntary, flexible services to tenants that are designed around the needs of each individual tenant residing at the Barstow Commons Development.

### **Outreach**



In terms of outreach, Fresno County currently utilizes an extensive network of local organizations and services to reach out and connect with homeless individuals. This outreach is designed to connect with homeless individuals and provide them with knowledge and awareness of available housing services. Outreach efforts serve as a non-intrusive means to introduce homeless individuals to options for housing, supports, resources, and services. Connection to and continuous follow up by outreach teams serves to build trust between outreach staff and the homeless which leads to better outcomes for homeless individuals. The following are examples of current homeless outreach efforts in Fresno County, which is committed to utilizing this multi-agency collaboration to find and connect with persons experiencing homelessness, with the goal of connecting them to housing and supporting them to maintain housing. This outreach effort will be applied to all permanent supportive housing developments resulting from NPLH funding.

### *HERO Team*

Mental health service provider WestCare, and its subcontracted partners, Turning Point of Central California, Poverello House and Fresno Economic Opportunities Commission, employ Outreach/Navigators (HERO Team) to work alongside the Fresno Police Department's Homeless Task Force. Both teams respond to requests for street outreach and assessments generated from the City of Fresno and coordinate with all MAP Points and other housing and support services. These services and interventions focus on removing barriers and connecting people experiencing homelessness to supportive services that will facilitate housing stability.

The Homeless Engagement Resource and Outreach (HERO) Team provides outreach, identification, assessment and navigation services for individuals and families experiencing chronic homelessness within the City of Fresno. The goal is to quickly provide stability in permanent housing for individuals and families experiencing a housing crisis and/or homelessness.

Outreach engagement, assessment, navigation, and case management services are conducted on a regular, ongoing basis throughout the City of Fresno with an emphasis on areas identified by the Homeless Task Force. Outreach/Navigators are responsive to assessments generated from the City of Fresno, the Homeless Task Force and engage the homeless, conduct the VI-SPDAT assessment, provide brief interventions, link individuals to support services through the City, County and various community social services agencies. In 2018, the HERO Team had contacts with 488 homeless individuals in the City of Fresno. Housing services are coordinated through the Community Coordinator utilizing the Coordinated Entry System (CES) for housing prioritization. Existing resources are being maximized including the use of temporary shelter or bridge housing until homeless individuals can be placed in permanent housing.

The HERO Team works collaboratively with the Fresno Police Department's Homeless Task Force and the City of Fresno to ensure coverage schedules meet the

requirements of all parties, including the people served. Shifts are covered seven days per week with varying staffing levels to provide sufficient coverage.

#### *Department of Behavioral Health PATH Program*

Operated by Kings View Behavioral Health, the PATH program is aimed at outreaching to individuals in Fresno County who are homeless and have a serious mental illness and linking them to available housing resources, medical care, mental health and social services. Staff goes to where the homeless are located and engage them in an effort to assess their behavioral health needs, housing needs, and other needs, ideally linking them with housing, supports, resources and services. Kings View Behavioral Health dedicates 2 full time staff to provide homeless outreach. During 2018, 312 homeless individuals were engaged by Kings View outreach staff. Of those engaged, 263 received Outreach, Engagement and Linkage services or were able to self-resolve and find housing through natural supports.

#### *Department of Behavioral Health Fresno County Multi-Agency Access Program (MAP)*

Operated by several contracted community-based organizations located in both urban and rural areas of Fresno County, the MAP is a one-stop location where individuals participating in a comprehensive screening of needs across numerous life domains (housing, health, employment, benefits, social services) and, with support of MAP Navigators, develop an Action Plan for linkage to various community services, including housing. If an individual comes to MAP in need of housing, an additional screening is conducting using the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) to determine risk and prioritization. The MAP Navigator then facilitates a referral to the CES. During 2018, the MAP referred 257 individuals to the CES for housing assistance.

#### *Crisis Intervention Teams*

In the Department's efforts to divert individuals with a serious mental illness from ending up in the justice system, a robust partnership with local law enforcement agencies has developed. The Department has supported local law enforcement agencies to receive crisis intervention training. In addition, in both the metropolitan and rural areas of the county, the Department has partnered mental health clinicians with law enforcement agencies for a co-response to behavioral health related calls for law enforcement. The behavioral health clinicians and officers often encounter persons experiencing homelessness and the model of a co-response affords an enhanced approach to ensuring that individuals are screened and linked to services including housing resources, health services, social services and if appropriate, diverted from the criminal justice system.

#### *Jail Diversion Program*

The Department is currently in the process of working with the Department of State Hospitals (DSH) to fund local Fresno County Jail Diversion Programs for persons experiencing a serious mental illness, which has resulted in felony charges pending. Individuals granted diversion from the Court are able to participate in an array of treatment and support services to address the psychiatric and other life factors, which led to justice involvement. Currently, a barrier to stability for many of these individuals with serious mental illness is their housing instability. Many are homeless at the time of their offense and many others have a history of experiencing homelessness with ongoing housing instability. The Jail Diversion Program would refer to the CES to access permanent supportive housing for those individuals who are eligible for NPLH housing.

### Engagement

Consistent and non-intrusive presence of supportive services staff allows for ample opportunities for supportive services staff to support and assist tenants in their transition from homelessness to housing stability. Recognizing the challenges of this transition, the types and frequency of engagement strategies shall be determined based upon the individual tenant's strengths and needs with respect to their own recovery. Consistent, frequent, and non-threatening contacts with tenants will be made to establish a supportive and trusting relationship with all tenants of the Barstow Commons Development, including tenants in pre-contemplative stages of change. Current nonintrusive engagement strategies in the Department's existing permanent supportive housing programs include daily "coffee talks" that allow tenants the freedom and flexibility to engage in casual conversations with supportive services staff as well as other tenants. Coffee talks include peer support staff having a lived experience similar to the tenant which facilitates a more comfortable engagement experience, leading to trust building and improved tenant engagement.

The Department is committed to providing all supportive services staff with training related to evidence based practices proven to result in improved housing stability and tenant retention. The Department's commitment to evidence based practices includes all supportive services staff being trained in the Housing First model, in which tenant engagement in services is voluntary and not tied to tenancy. All supportive service staff have been trained in the assertive engagement strategy of Motivational Interviewing, designed to engage those tenants who may initially decline supportive services. Training in the Harm Reduction model, Cognitive Behavioral Therapy (CBT) and Trauma Informed Care have been implemented by the Department for supportive services staff in an effort to increase housing stability for tenants and improved health outcomes for individuals living in Fresno County's permanent supportive housing. It is the Department's intention to continue its commitment to training staff in new permanent supportive housing programs as they are developed.

The Department has also designed, adopted and implemented a system of "Guiding Principles of Care Delivery" (attached) that dedicate the Department to supporting the wellness of individuals, families and communities in Fresno County who are affected by

mental illness and/or substance use disorders. The Guiding Principles provide the framework that influences the Department's decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes. Principle Three states self-determination and self-direction are the foundations for recovery; that individuals must lead the process of identifying their own strengths, needs and preferences; that the service provider assists the individual in identifying pathways to recovery, and that the individual, with the assistance of the service provider, determines the services and supports they receive. As supportive service staff endeavor to ensure services are available to NPLH tenants within a framework of a voluntary service model, the Guiding Principles will provide the foundational culture of service-delivery to help supportive service staff assist NPLH tenants in maintaining their housing tenancy.

### Retention

Any measure of success of a supportive housing program is directly related to a tenant's housing stability and retention. One measure of effectiveness and success is indicated and demonstrated in the length of time tenants remain housed. The outcome of a tenant's long term housing stability is positively influenced by an effective and healthy relationship between the property manager and the supportive service provider in jointly creating a living space and service model that tenants experience as safe, engaging and meaningful.

In 2011, the Department and the NPLH development sponsor for Fresno County (Fresno Housing Authority) entered into a relationship as supportive services provider and property manager for three permanent supportive housing developments in Fresno County. Through various experiences at those housing sites, the relationship has grown and matured over time and several key takeaways have been identified. Understanding and learning from this collaborative experience has readied the Department and Fresno Housing Authority to create new developments, using NPLH funding, to provide permanent supportive housing environments in which the tenants are respected, treated fairly, supported and encouraged. Some of our key takeaways and commitments to our ongoing partnership include:

- Communication (both written and verbal) between property management and supportive services must remain open, frequent and constant.
- Property management and supportive services must meet weekly, at minimum, to share information, successes, concerns, and challenges. Routine meetings help to ensure that a tenant at risk of eviction has a comprehensive plan for support and that both the property manager and supportive services team are working with the tenant to ensure lease compliancy.
- Ensure clarity of roles and responsibilities of property manager and supportive services, ensuring expectations are known to all staff.
- Recognize challenges and healthy tensions exist between property management and supportive services as overlap of roles can occur and work to collaborative address and work though these together.



- Property manager, supportive services and tenants must collaboratively establish individualized plans to assist tenants in obtaining the appropriate support and services they need and desire to maintain their permanent housing.

Other methods of ensuring tenant retention currently utilized by Fresno County include case management follow up with tenants who have exhibited behaviors that could lead to lease violations, as well as establishing payment plans for late rent, providing the tenant with a degree of flexibility and ownership of their payment responsibility.

Additionally, for those tenants who have chosen to engage in behavioral health treatment services, the supportive services staff work collaboratively with the tenant and their treatment team to ensure a consistent and unified plan for recovery services.

The Department's crisis stabilization center, operated by Exodus Recovery, also provides 24/7 access to crisis support and services to tenants exhibiting crisis related symptoms. Tenants can call or walk-in any time of day or night.

These takeaways, experiences, programs and services will be available to all permanent supportive housing tenants within Fresno County, including those funded with NPLH funds. The Department's permanent supportive housing programs are designed to ensure that all tenants have available resources and supports to foster housing stability and tenant retention.

### **Supportive Services**

The Department will coordinate, provide oversight to and ensure the availability of supportive services for Barstow Commons tenants. Supportive services will be voluntary and flexible, meeting individual tenant's needs.

Fresno County's Mental Health Services Act (MHSA) Three Year Plan and Annual Update includes California State Department of Health Care Services (DHCS) approved component plans and funding for a variety of specific programs which provide a wide array of services and supports including prevention, early intervention, and treatment and supportive services. These programs and services include outreach and engagement, integration of physical health and mental health, co-occurring integrated services, peer support services, wellness and recovery programming, continuously expanding cultural humility, cultural and linguistic competence, and collaborative partnerships with law enforcement agencies, behavioral health courts, emergency departments, community based organizations, and other community partners. The services provided by the Department and the Department's network of providers are designed to meet the unique challenges of individuals who have co-occurring mental health and substance use disorders.

In addition to the NPLH funded programs and activities, Fresno County's MHSA Community Services and Supports (CSS) funding will be leveraged to address the wellness and recovery needs of Barstow Commons tenants to ensure that they have the opportunity to live, grow and recover within the community. More specifically, these services shall include, but not be limited to crisis intervention services, supported employment and vocational services, substance use disorder support and treatment and permanent housing. The Department provides a variety of outpatient treatment

services, which include specialty services for Latino, Asian Pacific Islanders, Older Adults, and other unique populations. The Department also operates a Supportive Employment and Education Services (SEES) program in partnership with the State Department of Rehabilitation that will lead the vocational and employment support piece made available to Barstow Commons tenants. Further, the Department works closely with Fresno County law enforcement agencies to make use of Crisis Intervention Teams (CIT) to assist first responders when they encounter persons who have behavioral health needs and to support them in developing sensitivity and to help de-stigmatize behavioral health and to reduce discrimination against individuals living with behavioral health disorders. The Department also has developed extensive peer and family support resources in the community that will be leveraged as part of the fabric of supportive services to be available to every Barstow Commons tenant.

The Department, in collaboration with a variety of contracted partners, including Full Service Partnership providers, will make available the supportive services necessary to support Barstow Commons tenants in remaining housed. Key supportive services will utilize the Recovery Model to make available support to Barstow Commons tenants living with serious mental illness. Available supportive services will include, but may not be limited to:

- Case management and coordination/provision of supportive services;
- On-going assessment of needs and response to services;
- Education to tenants regarding their individual behavioral health condition(s);
- Behavioral health management efforts directed to assist tenants to manage their wellness, create plans of action, and to identify personal patterns in order to maximize results of their recovery services and supports;
- Coordination of services, including linkages to primary health care, mental health care, substance abuse services, and peer support;
- Coordination and securing appropriate permanent housing;
- Engagement of family and other supportive individuals;
- Team support building to include tenant council, recreational activities, social activities, and positive relationship building;
- Psychological supports to help tenants accomplish personal goals and to develop strategies to deal with challenges;
- Benefits counseling and advocacy to assist tenants in accessing and securing any benefits of which they may be eligible, including Medi-Cal enrollment and Social Security benefits (SSI/SSP);
- Life-skills development services and support to include: personal care and hygiene, housekeeping, nutritional meal preparation, grocery shopping, money-management, and how to access and use public transportation;
- Clinical support services including assistance with accessing, understanding, and utilizing all aspects of an individualized treatment plan, including but not limited to medication services, case management, therapy, psychiatric rehabilitation, and peer support.

## **TRANSPORTATION PLAN**

For off-site supportive services not provided at the Barstow Commons development, the Department will support Barstow Commons tenants by making transportation available to treatment appointments, recovery supports including the Wellness Center and the Holistic Center, and other self-directed recovery-focused services. Supportive services staff will provide transportation for Barstow Commons tenants directly. Department funded vehicles will be accessible to staff at each site. Where appropriate for a tenant's chosen recovery strategies, Department funded access to public bus transportation will be made available. For those Barstow Commons tenants who would like to use the public bus transportation, but who need support to do so, the supportive services staff will accompany the tenant for support and/or coaching until such time as that support is no longer needed or desired.

Any permanent supportive housing in Fresno County that results from NPLH funding will be located within close proximity to public bus transportation. The Department realizes the vast majority of Barstow Commons tenants will not own a vehicle and therefore rely on public transportation. For those tenants, being close to public transportation is vital and will provide freedom and flexibility to attend to daily activities such as appointments, visits with family/friends, shopping, post office, library, etc.

Currently, the Department's existing permanent supportive housing sites provide transportation via Department vehicles assigned to housing sites, or by making bus tokens available to tenants. This benefit to tenants is a popular one and is an expectation of the tenant. This benefit will continue at the Barstow Commons development in Fresno County.

## **SERVICES COMPETENCY**

The Department recently published the document titled, "Fresno County Department of Behavioral Health Culturally Responsive Plan With Humility." This document meets the requirements to fulfill the Department's mandate to have a Cultural Competency Plan, but above that and more important to our Department, this plan provides a framework and strategy to ensure that all services are delivered in a culturally and linguistically appropriate manner for persons of all races, ethnicities, sexual orientations, gender identities and gender expressions. One of the cornerstones of the plan ensures all staff and providers are afforded with professional development opportunities which enhance their cultural humility and effectiveness in working with our diverse community. For example, all staff attend annual multi-cultural competency training. The Department also recognizes the importance of ensuring that services are provided in the preferred language of the person receiving services; this includes our supportive services in permanent supportive housing. The Department's hiring practices reflect Fresno County's diverse population, resulting in staff representative of the cultures of the three threshold languages in Fresno (Spanish, Hmong, and English) as well as various other cultures and languages within Fresno County. This broad representation of numerous cultures, languages and sexual orientations greatly enhances the Department's ability to

empathize, understand and better serve individuals seeking services provided by the Department, including Barstow Commons tenants.

As mentioned prior, the Department employs bi-lingual staff who self-report cultural identification congruent with our very diverse community. The Department's contracted providers also work to ensure that staff are reflective of the community. The Barstow Commons Development will be staffed by a diverse group of personnel. In any circumstances in which a staff member does not speak the preferred language of a person receiving services, the Department and our network of contracted providers utilizes trained and certified interpreters. These interpreters are accessible across the community, including permanent supportive housing sites to ensure that services are provided in a culturally responsive manner. The Department also contracts for American Sign Language interpreters to ensure that those with hearing impairments who communicate with American Sign Language have full access to services and supports. In addition to the strategies mentioned above, the Department provides written materials in the three threshold languages of English, Spanish, and Hmong, and can provide required documents in large font or braille for persons with visual impairments.

The Barstow Commons supportive services staff will work with tenants to establish Tenant Council meetings. These meetings provide a structured, tenant-driven process by which tenants will partner with the property manager and supportive services provider to co-create the culture, community, and site/program specific expectations. Barstow Commons tenants will be supported to establish specific additional procedures to ensure their voice is heard and their input is considered in decision-making. The Barstow Commons property manager and supportive services staff will participate together in weekly meetings for shared planning, consultation, problem-solving, and review and discussion on all operational matters.

The property management staff and supportive services staff at the Barstow Commons Development will have a current organizational chart for each agency, including email addresses and phone numbers for all staff, supervisors and managers in each agency, so that any issues needing attention can be addressed timely and elevated when necessary.

Executive level leadership from the Housing Authority and the Department will meet, at minimum, quarterly to review the Barstow Commons programs' successes, challenges, and progress and to jointly make decisions regarding policy changes, site enhancements, or changes in directions for the staff of both agencies.

## **COLLABORATION OF SUPPORTIVE SERVICES AND PROPERTY MANAGEMENT STAFF**

To foster collaboration between supportive services staff and property management staff, weekly meetings will be held where strengths, needs, and individualized plans for



Barstow Commons tenants will be reviewed. This is a must for both parties to meet eye to eye and remain connected and current on concerns with Barstow Commons tenants, property inspections, complaints and community events. Such collaboration was implemented locally in 2011 within the Department's three permanent supportive housing programs in partnership with the Fresno Housing Authority. Experiences over time and lessons learned have modified how collaboration occurs locally, resulting in an improved, more effective process for staff and better outcomes for tenants. This improved collaborative process will serve as a model for the Barstow Commons development in Fresno County.

To address any urgent tenant issues at the Barstow Commons Development, staff will connect either in person or by phone to discuss the issue and, if needed, create a new or modified individualized supportive services plan with a tenant. Property management staff and supportive services staff will work as a unified team and will meet weekly to support Barstow Commons tenants to reach their goals. When behaviors or other challenges place a tenant at risk for eviction, property management staff will immediately communicate with the supportive services staff. Both property management and supportive services will jointly develop policies, procedures, and protocols for the Barstow Commons development. This documentation will be mutually agreed upon and revised as needed. Further, communication and understanding roles of property management and supportive services will be improved through cross-training of property management staff and supportive services staff. With a clear understanding of roles and responsibilities between supportive services and property management, the end goal of such communications will be to support and ensure Barstow Commons tenants remain housed.

Another measure of the efforts of property management staff and supportive services staff to assist qualified individuals in securing and maintaining Barstow Commons housing is the recognition and acknowledgment that the individual tenant lives with a severe mental illness or serious emotional disturbance, and may have other conditions resulting in disability. For such reason, the Barstow Commons applicants must be provided with reasonable accommodation in rules, policies, practices and services to ensure equal opportunity to use and enjoyment of the property, supportive services, and other associated activities. To ensure the Barstow Commons development offers the most opportunities to house eligible applicants, a Memorandum of Understanding (MOU) will be formally executed between the Fresno Housing Authority as the property manager and the Department (the supportive services provider). The MOU will include language which requires the unique circumstances and conditions of each Barstow Commons tenant will be considered and that reasonable accommodations will be made. Such reasonable accommodation ensures Barstow Commons applicants are provided with every opportunity to succeed in securing housing and retaining tenancy.

Principle Nine of the Department's Guiding Principles of Care Delivery is titled, "Stages of Change, Motivation, and Harm Reduction." Within this principle, the Department asserts that interventions are motivation-based and adapted to the client's stage of change; progression through stages of change are supported through positive working

relationships and alliances that are motivating; providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach; and each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support. This principle provides the foundation for training of staff in harm reduction and in the development of skills to support tenants. The Barstow Commons Development will not have any requirements associated with tenants' choices related to substance use. Staff will support tenants in understanding ways in which use of substances may impact their individual behavior and decision-making. Staff will support tenants to understand the types of behaviors and decisions which may place a person at risk for a lease violation and will support tenants to reduce their individual risks of lease violations. All supportive services plans will be individualized to a tenant's needs and preferences. Staff will be trained in motivational interviewing, an evidence-based, directive, and person-centered approach to helping individuals to explore and resolve ambivalence and consider change.

## **COMMUNICATION PROTOCOLS**

To ensure the Barstow Commons Development offers the most opportunities to house eligible applicants, specific rules will be put in place to ensure effective communication between both the property manager and the supportive services provider. In particular, a Memorandum of Understanding (MOU) will be formally executed between the Fresno Housing Authority as the property manager and the Department as the supportive services provider and will include language, which clearly communicates the roles and responsibilities of both parties. The MOU will be reviewed regularly and both the Fresno Housing Authority and the Department commit to utilizing the strengths of the MOU to guide decisions related to communication between both parties. Fresno County's permanent supportive housing development experience has provided an appreciation to both property management and supportive services on the importance of formal written policies and procedures.

## **PROJECT PHYSICAL DESIGN**

The physical design of the Barstow Commons development recognizes individuals living with a severe mental illness or severe emotional disturbance that are Chronically Homeless, Homeless or At-Risk of becoming Chronically Homeless have experienced trauma. The physical design of the Barstow Commons development responds to this by creating an environment intended to foster community growth and welcoming engagement through trauma-informed design that allows for more comfortable space, interaction, communication and support amongst tenants and service providers. Trauma-informed designed living spaces promote physical, mental and social health. This approach realizes how the physical environment affects individuals, recognizing that it can have physiological and emotional impact upon individuals. The site design includes expanded, open community space for tenant interaction, services and overall community involvement within the living space. The focus of the design is on the center of the living space, where there is naturally lighted open space and community meeting space. Space will also be available for supportive services having

a comfortable room feel rather than formal office design. Calming and soothing colors reminiscent of nature are incorporated into the physical design and used throughout the living space, helping tenants remain connected to their natural environment. Evidence demonstrates soothing colors help to calm individuals. Where possible, curvilinear rather than hard, sharp lines and edges will be used, including furniture and hallways. Universal designed user-friendly, durable fixtures, equipment and furnishings will also be utilized in the project's physical design. To emphasize the feel of a living space and minimize an apartment feel, maintenance and storage space will be re-located away from the living space. With a client-centered approach to wellness that focuses on a calming open space with much natural light, the design will foster a comfortable, welcoming community space that enhances interaction of Barstow Commons tenants and service providers.

## **OTHER ADDITIONAL INFORMATION**

In 2016, the Department contracted with community research consultant Harder and Company to assist the Department in creating an inventory of housing options available to individuals utilizing Department services and a needs assessment to help guide the Department in strategic planning associated with housing for the persons served. Among the goals of this inventory and needs assessment project was to identify and demonstrate gaps in the Department's available housing services, including supportive services, and to develop recommendations the Department could implement to address those gaps. With the Department's commitment to taking a deeper dive into identifying and understanding the type and amount of available housing as well as where needs/gaps existed, much discussion occurred within the Fresno community related to supportive housing. In particular, the need for increased inventory of permanent supportive housing for homeless individuals seeking services of the Department was a top priority in discussions. Through this process, the Department's Housing Task Force was created and consists of Department staff, contracted service providers, homeless-serving organizations and community members. The first meeting of the Housing Task Force was used to prioritize the findings and recommendations of the Housing Inventory and Needs Assessment Report and the development of new permanent supportive housing projects and programs was a top priority. The Housing Task Force keeps the spotlight on activities that will lead to increased permanent supportive housing options in Fresno County.

In 2017, the Department secured services of the Corporation for Supportive Housing (CSH) to perform an extensive review of the Department's permanent supportive housing. The intent of the review was twofold: to determine how well the Department's efforts aligned with permanent supportive housing principles, including the Housing First voluntary service model, and to provide recommendations to enhance the Department's efforts and align with evidence based practices. The Department sought this program evaluation in anticipation of the potential to develop new permanent supportive housing projects/programs. The Department was interested in learning what was working, what needed improvement or change, and how to go about implementing any needed

change. Ultimately, the Department wanted to ensure staff were trained properly and tenants were receiving high quality supportive services that assisted them in housing stability and retention and to receive consultation and guidance, which would inform the Department of future supportive housing development opportunities. Findings of the CSH review and evaluation prompted training for supportive services and property management staff in a number of permanent supportive housing evidence based practices including Housing First, Tenant Engagement, Landlord Engagement and Motivational Interviewing.

Another outcome was an increase in the frequency of meetings with supervisory personnel in property management and supportive services, documentation of roles and responsibilities, and a plan to update the MOU between the property manager and supportive services provider. The outcome of the recommendations in the CSH review has resulted in a more informed and effective supportive service component within the Department positioned to provide quality and engaging supportive services to Barstow Commons tenants.

In addition to training the current staff and enhancing documentation of roles, responsibilities and policies, another recommendation from the CSH review and evaluation was to develop a Housing Institute to support new supportive housing developments in Fresno County. At this time, the Department is negotiating with CSH to facilitate a Fresno Housing Institute during 2019. The Institute will bring together interested supportive service providers, supportive housing developers and property managers to serve as supportive housing development teams. The Institute provides highly structured, curriculum based, intensive training modules involving various aspects of what is needed to develop permanent supportive housing. CSH will facilitate this 6-month long Institute and all members must commit to completion of the Institute, which will result in a well-crafted permanent supportive housing development plan, ready for application when future funding becomes available.

In 2018, as part of the Department's commitment to professional development of our permanent supportive housing staff, our housing staff attended the CSH Housing Summit in Los Angeles. The opportunity to convene with supportive housing staff and property managers from all areas of the country afforded the staff the opportunity to expand their knowledge, generate ideas, and reflect on ways to improve outcomes for the tenants they serve. The knowledge also supported Department personnel in preparing to expand permanent supportive services in our county moving forward.

As a way of measuring and evaluating the outcomes of supportive services made available to Barstow Commons tenants, the Department intends to utilize the CSH model "Dimensions of Quality Supportive Housing." At its most basic form, supportive housing focuses upon improving the lives of tenants. It is important to measure efforts of supportive services but measurements have no real value if the effort doesn't produce improved outcomes for tenants. The CSH Dimensions of Quality track outcomes that have been proven successful in supportive housing such as:

- The length of time a tenant remains housed.
- Improved physical and mental health of tenants.
- Increased income and employment of tenants.
- Tenant satisfaction with services and housing.
- Tenants being connected to social activities and their community.

It is the Department's intent to incorporate the "CSH Dimensions of Quality Supportive Housing" model into the evaluation mechanism of the Barstow Commons Development, to ensure services made available to tenants reflect tenant's needs and lead to improved health outcomes.



This budget planning tool is intended to provide organizations with a framework for understanding and planning for service costs in supportive housing. There are 4 drivers that will impact program budget planning.

1. Staffing Patterns
2. Staffing Cost
3. Rate Structure
4. Productivity

## Basic Inputs

Are tenants new to supportive housing?	Yes
What rate/reimbursement structure will you be using?	Per Member Per Month

## Show the Following Service Staffing Models in Summary Table?

Assertive Community Treatment	No
Critical Time Intervention	Yes
Intensive Case Management	No
Tenancy Support Service Coordination (SH Case Management)	No

Summary Table Based on Inputs (Staffing Model Tabs 3-6)	Assertive Community Treatment	Critical Time Intervention	Intensive Case Management	SH Tenancy Support Services
Number of FTE Employees		6		
Annual Program Budget		\$474,138		
Total Number of Tenants		21		
Total Units of Service, based on a standard 15 minute unit of service		13,260		
Cost Per Unit		\$35.76		
Per Tenant Per Month Cost		\$1,881.50		
Per Tenant Per Year Cost		\$22,577.98		

See Assumptions tab for further detail

## CSH recommends the additional considerations when using this tool:

1. Organizations should be reviewing salary scales every 3-5 years in your local area to ensure budgeted salaries are meeting or exceeding the local labor market standards
2. As organizations explore a variety of reimbursement strategies, one rate structure alone is unlikely to be sufficient for meeting all program costs due to funding restrictions and other limitations
3. This tool includes recommended caseload sizes as indicated by evidence based practice. You may add populations or adjust caseload sizes as needed for your organization's program or specific model.

Critical Time Intervention Staffing & Budget Model\*

Barstow Commons

1. Please complete the blue boxes below for each target population supported through CTI:

Target Population	# of tenants in scattered site	Cashload Equivalent	# of tenants in single site	Cashload Equivalent
Families	0	0	7	12
Individuals	0	0	7	12
Transition Age Youth	0	0	7	0
Total clients	0		21	

2. Please complete the blue boxes below with local HR information. Please note that the case manager number is calculated for you.

	FTE	Annual Salary (per FTE)
Program Director	0.5	\$68,000
Administrative Assistant	1.0	\$31,590
Clinical Supervisor	1.0	\$85,312
Case Managers	2.0	\$41,730
Peer Support Specialist	1.0	\$37,456

DDC Assumptions for CMs, SWs, and Counselors

FTE Hrs/Week	40.0
DDC/Hour	4.0
Productivity	75%
Holiday days	15.0
PTO days	20.0
Personal days	1.0
Other days off	1.0
Calculated DDC per FTE	5,394
Days worked per year	221

Recommendations - see 'Assumptions' tab for further information.

We recommend 17.5 hours/week

We recommend 4.0 DDC/Hour

We recommend 75%

We recommend 15.0 holiday days

We recommend 20.0 PTO days

We recommend 1.0 personal days

We recommend 1.0 other days off

1. Please complete the blue boxes in the template budget below:

CTI ANNUAL BUDGET	
A. PERSONNEL EXPENSES	
Wages and Salaries	\$261,438
Employee Benefits	\$71,999
Contract Personnel	\$0
Other Personnel Expenses	\$0
Staff Development	\$5,000
Sub-total Personnel Expenses	\$340,437
B. OPERATING EXPENSES	
Rent	\$0
Utilities	\$0
Building Insurance	\$0
Healthcare	\$0
Travel	\$9,600
Office Supplies	\$5,000
Service Liability Insurance	\$15,710
Estimated Mileage	\$15,127
Mileage Rate	\$0.55
Per FTE	20
Est. # FTE Traveling	2
Vehicles	\$0
Vehicle Insurance	\$0
Vehicle Expenses (Other)	\$0
Client Transportation	\$5,000
Building Renovations	\$0
(EHR or HMS licenses, computers, desks, chairs, filing, copier)	\$20,000
Minor Household Equipment	\$1,000
Emergency/Equipment Repair	\$1,000
(Client Emergency Fund, Tenant supplies)	\$5,000
Security Deposits	\$0
Sub-total Operating Expenses	\$271,440
C. TOTAL DIRECT	\$612,291
D. ADMINISTRATION (INDIRECT)	\$61,444
E. TOTAL PROGRAM COSTS	\$673,735
F. REVENUE	
Program Service Fees	\$0
Grants	\$10,000
Private Insurance	\$0
Medical Reimbursement	\$674,136
Other Revenue	\$10,000
Sub-total Revenue	\$694,136
G. NET	\$20,401

See 'Assumptions' tab for further info.

The federal rate is \$0.54 per mile.

Recommendation for scattered site

accommodation only.

CTI MULTI-YEAR BUDGET*				
Total	Year 1	Year 2	Year 3	Year 4
A. PERSONNEL EXPENSES				
Wages and Salaries	\$261,438	\$268,384	\$275,094	\$281,999
Employee Benefits	\$71,999	\$73,844	\$75,741	\$77,701
Contract Personnel	\$0	\$0	\$0	\$0
Other Personnel Expenses	\$0	\$0	\$0	\$0
Staff Development	\$5,000	\$5,125	\$5,253	\$5,383
Sub-total Personnel Expenses	\$340,437	\$349,354	\$356,088	\$364,083
B. OPERATING EXPENSES				
Rent	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0
Building Insurance	\$0	\$0	\$0	\$0
Healthcare	\$0	\$0	\$0	\$0
Travel	\$9,600	\$9,840	\$10,080	\$10,320
Office Supplies	\$5,000	\$5,125	\$5,253	\$5,383
Service Liability Insurance	\$15,710	\$16,103	\$16,506	\$16,909
Estimated Mileage	\$15,127	\$15,529	\$15,932	\$16,335
Mileage Rate	\$0.55	\$0.55	\$0.55	\$0.55
Per FTE	20	20	20	20
Est. # FTE Traveling	2	2	2	2
Vehicles	\$0	\$0	\$0	\$0
Vehicle Insurance	\$0	\$0	\$0	\$0
Vehicle Expenses (Other)	\$0	\$0	\$0	\$0
Client Transportation	\$5,000	\$5,125	\$5,253	\$5,383
Building Renovations	\$0	\$0	\$0	\$0
Furnishing/Equipment (EHR or HMS licenses, computers, desks, chairs, filing, copier)	\$20,000	\$20,000	\$20,000	\$20,000
Minor Household Equipment	\$1,000	\$1,000	\$1,000	\$1,000
Emergency/Equipment Repair	\$1,000	\$1,000	\$1,000	\$1,000
Miscellaneous Expenses (Client Emergency Fund, Tenant supplies)	\$5,000	\$5,125	\$5,253	\$5,383
Security Deposits	\$0	\$0	\$0	\$0
Sub-total Operating Expenses	\$271,440	\$277,919	\$284,298	\$290,677
C. TOTAL DIRECT	\$612,291	\$627,273	\$640,386	\$654,760
D. ADMINISTRATION (INDIRECT)	\$61,444	\$61,691	\$61,938	\$62,185
E. TOTAL PROGRAM COSTS	\$673,735	\$688,964	\$702,324	\$716,945
F. REVENUE				
Program Service Fees	\$0	\$0	\$0	\$0
Grants	\$10,000	\$10,000	\$10,000	\$10,000
Private Insurance	\$0	\$0	\$0	\$0
Medical Reimbursement	\$674,136	\$674,136	\$674,136	\$674,136
Other Revenue	\$10,000	\$10,000	\$10,000	\$10,000
Sub-total Revenue	\$694,136	\$694,136	\$694,136	\$694,136
G. NET	\$20,401	\$20,401	\$20,401	\$20,401

Assumed annual inflation

2.50%

\*CTI is based on a 9 month, three phase period of engagement. This model is based on an ongoing standardized cashload ratio, assuming some individuals are entering services, others are exiting.