

**AGREEMENT FOR THE PROVISION OF SUPPORTIVE SERVICES
BETWEEN
COUNTY OF FRESNO
AND
UPH BUTTERFLY GARDENS, LP**

This Agreement (hereinafter the "Agreement") is made and entered into as of the effective day of April 27th 2021, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereafter referred to as the "SERVICE PROVIDER") and UPH BUTTERFLY GARDENS, LP, a California limited partnership (the "PARTNERSHIP").

Pursuant to the terms of the Memorandum of Understanding (MOU #A-19-374) between the SERVICE PROVIDER and UP Holdings, LLC, unintentionally listed as "Upholdings" ("UPH"), approved by the Fresno County Board of Supervisors on August 6, 2019, the SERVICE PROVIDER agreed to execute documents necessary to commit to and coordinate case management of behavioral/mental health supportive services for the certain projects mutually agreed upon and developed by the Partnership and supported by the SERVICE PROVIDER.

The PARTNERSHIP is an affiliate of UPH and is developing a permanent supportive housing project in the County of Fresno known as Butterfly Gardens (hereinafter the "DEVELOPMENT"). Pursuant to supportive services commitment letters dated January 3, 2020 and June 10, 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 with service provider 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, or its own behalf or in supervisions of a third party to perform the services, for the DEVELOPMENT consistent with MOU and the Commitment Letters. Tenant services shall commence within six (6) months of the DEVELOPMENT'S placed-in-service date and shall continue on a regular and ongoing basis for a minimum period of twenty (20) years.

1. PROGRAMS PROVIDED

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

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

(c) The SERVICE PROVIDER shall provide the supportive services further described in the Commitment Letters, including the Supportive Services Plan for the DEVELOPMENT (attached hereto as Exhibit C.)

(d) The SERVICE PROVIDER may contract out the Supportive Services to a third party, provided however, such third party must be obligated to provide the supportive

services pursuant to the terms of this Agreement, and any attachments hereto, and a default by such third party shall be treated as a default by the Service Provider.

2. BUDGET FOR SERVICES

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

3. MISCELLANEOUS

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

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

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

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

4. NOTICES

Any notice shall be addressed to:

PARTNERSHIP: UPH Butterfly Gardens, LP
6083 N. Figarden Drive
#656
Fresno, California 93722

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

5. PARTIES BOUND

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

6. DEFAULT

In the event of a default of the terms hereunder, the non-defaulting party shall give notice to the defaulting party of such default. One defaulting party shall have thirty days to cure such default, or if such cure cannot be cured in thirty days, the defaulting party shall initiate cure within thirty days and diligently prosecute such cure to completion.

7. INDEPENDENT CONTRACTORS

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

(Signatures appear on following page.)

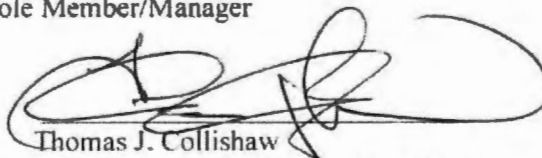
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written

PARTNERSHIP


UPH BUTTERFLY GARDENS, LP,
a California limited partnership

By: Butterfly Gardens SHE LLC,
a California limited liability company,
Its Managing General Partner

By: Self-Help Enterprises,
a California nonprofit corporation
Its Sole Member/Manager

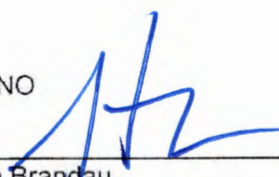
By: 
Thomas J. Collishaw
President and Chief Executive Officer

By: UPH Butterfly Gardens, LLC,
a California limited liability company,
Its Administrative General Partner

By: 
Cullen J. Davis, Manager.

SERVICE PROVIDER

COUNTY OF FRESNO

By: 
Steve Brandau
Chairman, Fresno County Board of Supervisors

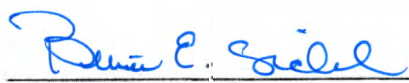
By: 
Bernice E. Seidel
Clerk, Fresno County Board of Supervisors

Exhibit A
Commitment Letters

Exhibit B

Memorandum of Understanding

Exhibit C

Supportive Services Plan



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

January 3, 2020

Jessica Hoff Berzac, President
UPholdings, LLC
900 W. Jackson Blvd.
Suite 2W
Chicago, Illinois 60607

RE: Butterfly Gardens – Supportive Services Commitment

Dear Ms. Berzac:

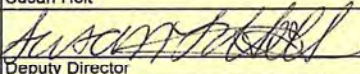
On behalf of the County of Fresno Department of Behavioral Health (Department), I am pleased to offer this letter of commitment for Butterfly Gardens in Clovis, Ca. Butterfly Gardens is a 75-unit 100% Housing First development which will be developed and owned by UPholdings LLC. All units, with the exception of two manager's units, will serve high needs individuals who will benefit from the project's on-site wraparound services. This project addresses an enormous need in Fresno County where the need for service-enriched housing far outpaces the available units.

The Department commits to providing on-site supportive services for all residents of Butterfly Gardens. Guided by Housing First principles and best-practices, all residents will develop a service plan during an intake session at the initiation of their lease. All individual service plans will be customized to fit their needs and goals. Services will not be a condition of tenancy but will be highly encouraged. Further details on the supportive service plan are found within the Butterfly Gardens universal application (Tab B3).

The Department looks forward to working with UPholdings LLC and other project stakeholders as they bring critical housing to our community. Please feel free to reach me at sholt@fresnocountyca.gov or 559 600 9058 with any questions.

Sincerely,

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

Supportive Services Verification		#REF!
<p>If the County is not the Lead Service Provider, the County needs to complete the Project Applicant, Lead Service Provider, Project Name and contact information, Target Population, and name of Verifying Funding Agency information sections below. Then submit this form along with a copy of the Supportive Housing Project Plan contained in the application to the appropriate funding agency (public or nonprofit) knowledgeable about the supportive services needs of the targeted population(s). For example, for a Project serving chronically mentally ill people, the funding entity could be the County Department of Mental Health.</p> <p>Submission of this form shall constitute certification by the Applicant that a true copy of the Supportive Housing Project Plan submitted in the application has been submitted to the funding agency named below. The form may be submitted to more than one agency or department if necessary.</p>		
Project Applicant:	#REF!	
Lead Service Provider:	#REF!	
Project Name:	#REF!	
Project Address/Site:	#REF!	
Project City:	#REF!	
Project County:	#REF!	
Name of Verifying Funding Agency:	Fresno County Department of Behavioral Health	
Target Population(s):	Chronically Homeless, At Risk of Chronic Homelessness and Homeless	
<p>Public or non-profit funding agency: The project Applicant named above is submitting an application to the State Department of Housing and Community Development (the Department) requesting funding for the project named above under the No Place Like Home (NPLH) program. The application for NPLH funding is subject to the Department's determination that the project qualifies as a Supportive Housing Project. The findings of your agency will be considered in arriving at this determination. Review the attached copy of the Supportive Housing Project Plan, note your findings in the chart below, and complete the signature block below the chart. Attach comments for any "No" and as otherwise necessary.</p>		
We, as signed below, have reviewed the Supportive Housing Project Plan submitted for the project named above.		Yes
The services proposed in the Supportive Housing Project Plan are appropriate to meet the needs of the Target Population(s) named above.		Yes
The project Lead Service Provider is a known provider of support services to the Target Population(s) listed above.		Yes
Dated:	01-03-2020	
Statement Completed by (please print):	Susan Holt	
Signature:		
Title:	Deputy Director	
Agency or Department Name:	Fresno County Department of Behavioral Health	
Agency or Department Address:	1925 E. Dakota Avenue, Fresno Ca. 93726	
Agency or Department Phone:	559 600 9058	



County of Fresno

DEPARTMENT OF BEHAVIORAL HEALTH
DAWAN UTECHT
DIRECTOR

January 3, 2020

Jessica Hoff Berzac, President
UPholdings, LLC
2670 W Beechwood Ave
Fresno, CA 93711

RE: Butterfly Gardens - Supportive Services Funding Commitment

Dear Mrs. Berzac,

The Fresno County Department of Behavioral Health (Department) is pleased to make available supportive services to the 73 adult residents that will live in the new construction, Butterfly Gardens permanent supportive housing project located in Clovis, California. The Department has a long history of providing behavioral health services to the target population.

The Department is committed to be the supportive services provider at Butterfly Gardens for a minimum of twenty years, per the terms outlined in the MOU between the Department and UPholdings, LLC, approved by the Fresno County Board of Supervisors January 29th, 2019 (attached as Exhibit A). The Department ensures commitment of on-site supportive services for Butterfly Gardens and intends to conduct a procurement process to select a qualified supportive services provider who will adhere to the Department's Guiding Principles of care delivery and utilization of the Housing First model.

The Department is a partner in the Butterfly Gardens project through the provision of extensive wrap-around supportive services including, but not limited to, case management, counseling, benefits assistance, and peer support activities. The Department is excited to partner with UPholdings, LLC for the Butterfly Gardens development project that will bring much needed housing opportunities to individuals served by the Department. The Department has committed approximately 11,492 hours of supportive services to the Butterfly Gardens project annually, valued at \$466,379.

Please do not hesitate to reach out to me by email at sholt@fresnocountyca.gov or by phone at 559 600 9058 with any questions

Sincerely,

Susan Holt
Deputy Director
Department of Behavioral Health
County of Fresno



Project Basics

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		\$466,379		
Total Number of Tenants		37		
Total Units of Service, based on a standard 15 minute unit of service		8,840		
Cost Per Unit		\$52.76		
Per Tenant Per Month Cost		\$1,050.40		
Per Tenant Per Year Cost		\$12,604.83		

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*
Butterfly Gardens

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

Target Population	# of tenants in scattered site	Caseload Equivalent	# of tenants in single site	Caseload Equivalent
1 Families	0	0	37	12
2 Individuals	0	0		12
3 Transition Age Youth	0	0	0	0
Total clients	0		37	

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	\$85,332
Case Managers	2.0	\$41,730
Peer Support Specialist	1.0	\$27,456

UOS Assumptions for CMs, SWs, and Counselors		Recommendations - see 'Assumptions' tab for further information.
FTE Hrs/Week	40.0	We recommend 37.5 hours/week
UOS/Hour	4.0	We recommend 4.0 UOS/Hour
Productivity	50%	We recommend 75%
Holiday days	15.0	We recommend 15.0 holiday days
PTO days	20.0	We recommend 20.0 PTO days
Personal days	3.0	We recommend 3.0 personal days
Other days off	1.0	We recommend 1.0 other days off
Calculated UOS per FTE	3,536	
Days worked per year	221	

This model is based on an ongoing standardized caseload ratio, assuming some individuals are entering services, others are exiting.

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

CTI ANNUAL BUDGET	
A. PERSONNEL EXPENSES	
Wages and Salaries	\$261,838
Employee Benefits	\$73,995
Contract Personnel	\$0
Other Personnel Expenses	\$0
Staff Development	\$5,000
Sub-total Personnel Expenses	\$340,833
B. OPERATING EXPENSES	
Rent	\$0
Utilities	\$0
Building Insurance	\$0
Housekeeping	\$0
Communications (Phone, Data)	\$3,369
Office Supplies	\$5,000
Service Liability Insurance	\$15,710
Estimated Mileage	\$4,774
Mileage Rate	\$0.54
Est. Miles Per Day Per FTE	20
Est. # FTE Traveling	2
Vehicles	\$0
Vehicle Insurance	\$0
Vehicle Expenses (Upkeep)	\$0
Client Transportation	\$4,834
Building Renovations	\$0
Furnishing/Equipment (EHR or HIMS licenses, computers, desks, chairs, filing, copier)	\$20,000
Minor Household Equipment	\$3,000
Furniture/Equipment Repairs	\$3,000
Miscellaneous Expenses (Client Emergency Fund, Tenant supplies)	\$5,000
Security Deposits	\$0
Sub-total Operating Expenses	\$64,709
C. TOTAL DIRECT	\$405,543
D. ADMINISTRATION (INDIRECT)	\$60,836
E. TOTAL PROGRAM COSTS	\$466,379
F. REVENUE	
Program Service Fees	\$0
Grants	\$0
Private Insurance	\$0
Medi-Cal Reimbursement	\$466,379
Other Revenue	\$0
Sub-total Revenue	\$466,379
G. NET	\$0

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
A. PERSONNEL EXPENSES				
Wages and Salaries	\$785,514	\$261,838	\$261,838	\$261,838
Employee Benefits	\$221,986	\$73,995	\$73,995	\$73,995
Contract Personnel	\$0	\$0	\$0	\$0
Other Personnel Expenses	\$0	\$0	\$0	\$0
Staff Development	\$15,000	\$5,000	\$5,000	\$5,000
Sub-total Personnel Expenses	\$1,022,500	\$340,833	\$340,833	\$340,833
B. OPERATING EXPENSES				
Rent	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0
Building Insurance	\$0	\$0	\$0	\$0
Housekeeping	\$0	\$0	\$0	\$0
Communications (Phone, Data)	\$10,107	\$3,369	\$3,369	\$3,369
Office Supplies	\$15,000	\$5,000	\$5,000	\$5,000
Professional Liability Insurance	\$47,131	\$15,710	\$15,710	\$15,710
Estimated Mileage	\$15,984	\$5,328	\$5,328	\$5,328
Mileage Rate	\$0.55	\$0.54	\$0.54	\$0.54
Est. Miles Per Day 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 (Upkeep)	\$0	\$0	\$0	\$0
Client Transportation	\$14,502	\$4,834	\$4,834	\$4,834
Building Renovations	\$0	\$0	\$0	\$0
Furnishing/Equipment (EHR or HIMS licenses, computers, desks, chairs, filing, copier)	\$30,000	\$10,000	\$10,000	\$10,000
Minor Household Equipment	\$9,000	\$3,000	\$3,000	\$3,000
Furniture/Equipment Repairs	\$9,000	\$3,000	\$3,000	\$3,000
Miscellaneous Expenses (Client Emergency Fund, Tenant supplies)	\$15,000	\$5,000	\$5,000	\$5,000
Security Deposits	\$0	\$0	\$0	\$0
Sub-total Operating Expenses	\$175,237	\$64,709	\$55,264	\$55,264
C. TOTAL DIRECT	\$1,216,629	\$405,543	\$405,543	\$405,543
D. ADMINISTRATION (INDIRECT)	\$182,499	\$60,836	\$60,831	\$60,831
E. TOTAL PROGRAM COSTS	\$1,399,137	\$466,379	\$466,379	\$466,379
F. REVENUE				
Program Service Fees	\$0	\$0	\$0	\$0
Grants	\$0	\$0	\$0	\$0
Private Insurance	\$0	\$0	\$0	\$0
Medicaid Reimbursement	\$1,399,137	\$466,379	\$466,379	\$466,379
Other Revenue	\$0	\$0	\$0	\$0
Sub-total Revenue	\$1,399,137	\$466,379	\$466,379	\$466,379
G. NET	\$0	\$0	\$0	\$0

*CTI is based on a 9 month, three phase period of engagement.

Assumed annual inflation 0.00%

MEMORANDUM OF UNDERSTANDING

Between

The County of Fresno

And

UPholdings

THIS MEMORANDUM OF UNDERSTANDING hereinafter referred to as "MOU" or "Agreement" is made and entered into this 6th day of August, 2019 by and between the **County of Fresno**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **UPholdings** (on behalf of its partners, subsidiaries, or assignees), whose address is 900 W. Jackson Blvd., Suite #2W, Chicago, Illinois, hereinafter referred to as "UPholdings."

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

WHEREAS, The County of Fresno will compete with other California counties for up to \$93 million during four (4) annual HCD NPLH Competitive Allocation funding rounds for the purpose of developing permanent supportive housing for adults, transitional age youth, or children and their families who reside within Fresno County 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, UPholdings, among other things, coordinates financing, develops and manages supportive housing developments in Fresno County, and;

WHEREAS, UPholdings represents that it is a qualified developer in Fresno County; and

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

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

4 **1. PURPOSE**

5 The COUNTY and UPholdings desire to develop, operate and maintain permanent supportive
6 housing opportunities in accordance with permanent supportive housing funding source program
7 guidelines and regulations. To do so, the COUNTY and UPholdings will research and pursue permanent
8 supportive housing development opportunities.

9 **2. RESPONSIBILITIES**

10 A. UPholdings shall be responsible to:

11 (1) Under the direction of COUNTY, prepare any future, agreed upon HCD
12 NPLH, or other permanent supportive housing funding sources, permanent supportive housing
13 Application(s). The HCD NPLH permanent supportive housing Application, or any additional permanent
14 supportive housing Applications would include UPholdings as the developer, property manager and
15 owner. However, any role or responsibility of UPholdings in the development of any permanent
16 supportive housing program Application related to this MOU shall be determined by COUNTY.
17 Notwithstanding the aforementioned term, UPholdings shall be permitted to develop other permanent
18 supportive housing projects, without the consent of the COUNTY or in partnership with the COUNTY,
19 when such projects do not require a financing source predicated on the COUNTY being a co-applicant or
20 sponsor of such financing. Any permanent supportive housing Application mutually agreed upon by
21 both DBH and UPholdings, to be completed by UPholdings in the role of development sponsor / co-
22 applicant with COUNTY, shall be approved by the COUNTY and such approval shall not be
23 unreasonably withheld. Any prepared Application(s) by UPholdings as COUNTY'S development
24 sponsor / co-applicant shall comply with all state fair housing laws, regulations and directives as required
25 by the identified funding source. As part of any permanent supportive housing program Application,
26 both COUNTY and UPholdings shall research and identify potential development sites to be funded with
27 HCD NPLH or other applicable funding sources or identify other funding sources that can be utilized
28 and/or leveraged to provide for the development of permanent supportive housing units.

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

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

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

11 B. The COUNTY shall be responsible to:

12 (1) Assign appropriate staff to participate in the planning and permanent
13 supportive housing development process with the UPholdings.

14 (2) Provide timely consideration of all permanent supportive housing
15 Applications presented by the UPholdings.

16 (3) Report required permanent supportive housing program information to the
17 State of California HCD, and any other identified funding sources, as related to any permanent supportive
18 housing developments as a result of this MOU.

19 (4) Upon request from UPholdings, provide all necessary or relevant
20 demographic information regarding the specified target populations to be served by permanent supportive
21 housing developments as a result of this MOU.

22 (5) Ensure an adequate number of eligible, certified tenant referrals made to
23 permanent supportive housing projects developed by the UPholdings under this MOU. Such referrals
24 must meet the tenant eligibility requirements established for any given permanent supportive housing
25 development as mandated by the funding source target population definition and as determined by Fresno
26 County's Behavioral Health Director or designee, or by other funding sources, as applicable.

27 (6) Ensure the commitment and coordination of the appropriate level of case
28 management or other types of supportive services are available on a timely basis to meet the behavioral

1 health needs for individuals of any permanent supportive housing projects developed under this MOU.
2 These services will be voluntary and flexible and meet the needs as determined by the individuals.

3 C. In collaboration, both COUNTY and UPholdings shall be responsible to:

4 (1) No less than quarterly, representatives from COUNTY, UPholdings and
5 other interested and invited participants will meet to discuss any potential new development projects,
6 review any previous work accomplished and assess the working relationship between all parties. The
7 COUNTY and UPholdings shall mutually agree upon the location of the permanent supportive housing
8 developments proposed for permanent supportive housing program Applications.

9 (2) In the event a permanent supportive housing Application is completed by
10 UPholdings, that it be appropriately submitted to the applicable funding source and meet all legal
11 requirements, including the provisions of Welfare and Institutions Code Sections 5847 and 5848
12 regarding postings and 30-day public comment requirement (W&I Code 5848(b)). Additionally, if a
13 permanent supportive housing Application is completed and submitted to a funding source, ensure all
14 appropriate parties are informed of the submittal, including the Fresno County Behavioral Health Board
15 and Fresno County Board of Supervisors.

16 (3) In the event a permanent supportive housing Application is funded, County
17 and UPholdings shall work collaboratively to ensure all necessary documents, including any other MOUs
18 as required by the funding source, are executed to establish the role of the UPholdings as the qualified
19 developer/borrower/property manager or any combination thereof, and to establish the role of the
20 COUNTY as the mental health supportive service provider, for any funded permanent supportive housing
21 development.

22 3. **TERM**

23 This MOU shall commence July 1, 2019, and shall terminate on the 30th day of June
24 2022. This MOU may be extended for two (2) additional consecutive twelve (12) month periods; July 1,
25 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024, upon the written approval of both
26 parties no later than sixty (60) days prior to the first day of the next twelve (12) month extension period.
27 The Department of Behavioral Health ("DBH") Director or his/her designee is authorized to execute
28 such written approval on behalf of COUNTY based upon UPholdings satisfactory performance.

1 **4. TERMINATION**

2 A. Breach of Contract

3 Either party may immediately suspend or terminate this MOU in whole or in
4 part, where in the determination by one of the parties there is:

- 5 1. An illegal or improper use of funds;
6 2. A failure to comply with any term of this MOU;
7 3. A substantially incorrect or incomplete report submitted to the
8 COUNTY; or
9 4. Improperly performed service.

10 B. Without Cause

11 This MOU may be terminated by either of the parties as to their involvement in
12 this MOU, upon the giving of a thirty (30) day advance written notice of an intention to terminate from
13 one party to the other.

14 **5. COMPENSATION**

15 The services performed in accordance with the terms and conditions as stated in this
16 MOU shall be performed without any monetary compensation by either party, with exception to any
17 compensation that may be payable to either party in relation to the development of a specific project, or
18 the proceeds therefrom, whether from such money is payable as a fee, project cash flow, the result of a
19 refinancing, or transaction of a similar nature.

20 **6. MODIFICATION**

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

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

1 **7. INDEPENDENT CONTRACTOR**

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

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

13 Because of its status as an independent contractor, Upholdings shall have absolutely no
14 right to employment rights and benefits available to COUNTY employees. Upholdings shall be solely
15 liable and responsible for providing to, or on behalf of, its employees all legally-required employee
16 benefits. In addition, Upholdings shall be solely responsible and hold COUNTY harmless from all
17 matters relating to payment of Upholdings employees, including compliance with Social Security,
18 withholding, and all other regulations governing such matters. It is acknowledged that during the term of
19 this MOU, Upholdings may be providing services to others unrelated to the COUNTY or to this MOU.

20 **8. ASSIGNMENT RIGHTS**

21 Neither party shall assign, transfer or subcontract this MOU nor their rights or duties
22 under this MOU without the prior written consent of the other party with the exception of an affiliate or
23 limited partnership within a tax credit transaction. Notwithstanding the aforementioned, Upholdings may
24 assign its rights, obligations, and interest in this MOU to any entity it wholly owns or controls without the
25 consent of the County. Any transferee, assignee, or subcontractor will be subject to all applicable
26 provisions of this Agreement, and all applicable State and Federal regulations. Upholdings will be
27 required to assume full responsibility for all services and activities covered by this Agreement, whether
28 or not Upholdings is providing those services directly. Further, COUNTY will consider Upholdings to

1 be the sole point of contact with regard to contractual matters, including payment of any and all charges
2 to subcontractor resulting from this Agreement. Any subcontractor utilized by UPholdings to fulfill the
3 Responsibilities of UPholdings shall be subject to the same terms and conditions that UPholdings is
4 subject to under this Agreement.

5 **9. NON-DISCRIMINATION**

6 During the performance of this MOU UPholdings shall not unlawfully discriminate
7 against any employee or applicant for employment, or recipient of services, because of race, religion,
8 color, national origin, ancestry, physical disability, medical condition, marital status, age or gender,
9 pursuant to all applicable State of California and Federal statutes and regulations.

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

11 UPholdings is required to disclose if any of the following conditions apply to them, their
12 owners, officers, corporate managers and partners:

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

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

21 B. Within a three-year period preceding this MOU, they have had a public
22 transaction terminated for cause or default.

23 Disclosure of the above information will not automatically eliminate UPholdings from
24 further business consideration. The information will be considered as part of the determination of
25 whether to continue and/or renew the MOU and any additional information or explanation that
26 UPholdings elects to submit with the disclosed information will be considered. If it is later
27 determined the UPholdings failed to disclose required information, any MOU awarded to UPholdings
28

may be immediately voided and terminated for material failure to comply with the terms and conditions of the MOU.

11. COMPLAINTS

For any complaint from tenants residing in a multifamily project developed in accordance with this MOU, UPholdings shall log such complaints. UPholdings shall make available to COUNTY a copy of the complaint concerning any tenants in a format and timeframe that is mutually agreed upon by both parties. UPholdings shall provide details and attach documentation of each tenant complaint. UPholdings shall post signs at permanent supportive housing developments resulting from this MOU that informs tenants of their right to file a complaint or grievance with the UPholdings which is a component of the tenant's rights grievance procedure associated with each tenant's formal signed lease with the UPholdings.

12. NOTICES

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

COUNTY

Director, Fresno County
Department of Behavioral Health
4441 E. Kings Canyon
Fresno, CA. 93702

UPHOLDINGS

Jessica Berzac
UPholdings
900 W. Jackson Blvd., Suite #2W
Chicago, IL 60607

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

13. SEVERABILITY

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

14. HOLD HARMLESS

UPholdings agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses,

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

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

19 **15. INSURANCE**

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

24 **A. Commercial General Liability**

25 Commercial General Liability Insurance with limits of not less than One Million Dollars
26 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
27 policy shall be issued on a per occurrence basis and can be achieved by an umbrella insurance policy.
28

COUNTY may require specific coverage including completed operations, product liability, contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the MOU.

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

Additional Requirements Relating to Insurance

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

UPholdings 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 MOU.

UPholdings is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but UPholdings waiver of subrogation under this paragraph is effective whether or not UPholdings obtains such an endorsement.

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

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

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

16. CONFIDENTIALITY

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

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

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

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

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

27 C. UPholdings, including its subcontractors, agents, and employees, shall not
28 disclose any such identifying information to any person or entity, except as otherwise specifically

permitted by this MOU, authorized by law, or authorized by the client/patient.

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

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

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

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

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

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

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

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

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

I. Safeguards

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

Upholdings shall implement strong access controls and other security safeguards

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

5 1. Passwords must not be:

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

10 2. Passwords must be:

- 11 a. Eight (8) characters or more in length;
12 b. Changed every ninety (90) days;
13 c. Changed immediately if revealed or compromised; and
14 d. Composed of characters from at least three of the following four
15 groups from the standard keyboard:
16 1) Upper case letters (A-Z);
17 2) Lowercase letters (a-z);
18 3) Arabic numerals (0 through 9); and
19 4) Non-alphanumeric characters (punctuation symbols).

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

- 23 1. Network-based firewall and/or personal firewall;
24 2. Continuously updated anti-virus software; and
25 3. Patch management process including installation of all operating
26 system/software vendor security patches.

27 Upholdings shall utilize a commercial encryption solution that has received FIPS
28 140-2 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 (including, but not limited to, laptop and notebook computers).

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

J. Mitigation of Harmful Effects

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

K. UPholdings Subcontractors

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

L. Employee Training and Discipline

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

M. Termination for Cause

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

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

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

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

6 N. Judicial or Administrative Proceedings

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

13 O. Effect of Termination

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

22 P. Disclaimer

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

1 Q. Amendment

2 The parties acknowledge that Federal and State laws relating to electronic data
3 security and privacy are rapidly evolving and that amendment of these provisions may be required to
4 provide for procedures to ensure compliance with such developments. The parties specifically agree
5 to take such action as is necessary to amend this MOU in order to implement the standards and
6 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating
7 to the security or privacy of PHI. COUNTY may terminate this MOU upon thirty (30) days written
8 notice in the event that UPholdings do not enter into an amendment providing assurances regarding the
9 safeguarding of PHI that COUNTY in its sole discretion deems sufficient to satisfy the standards and
10 requirements of HIPAA, the HIPAA regulations and the HITECH Act.

11 R. No Third-Party Beneficiaries

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

16 S. Interpretation

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

21 T. Regulatory References

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

24 U. Survival

25 The respective rights and obligations of UPholdings as stated in this Section shall
26 survive the termination or expiration of this MOU.

27 V. No Waiver of Obligations

28 No change, waiver or discharge of any liability or obligation hereunder on any

one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation on any other occasion.

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 MOU must employ adequate data security measures to protect the confidential information provided to Upholdings by the COUNTY, including but not limited to the following:

A. Upholdings -Owned Mobile, Wireless, or Handheld Devices

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

- 1) Upholdings 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. Upholdings -Owned Computers or Computer Peripherals

Upholdings may not bring Upholdings -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

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

3 E. Upholdings shall be responsible to employ strict controls to ensure the integrity
4 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use
5 or disclosure of data maintained in computer files, program documentation, data processing systems,
6 data 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. Upholdings is responsible to immediately notify COUNTY of any violations,
12 breaches or potential breaches of security related to COUNTY's confidential information, data
13 maintained in computer files, program documentation, data processing systems, data files and data
14 processing equipment which stores or processes COUNTY data internally or externally.

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

20 **19. AUDITS AND INSPECTIONS**

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

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

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

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

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

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

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

16 **21. NON-EXCLUSIVE MOU**

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


19 **22. ENTIRE MOU**


20 This MOU and all exhibits constitutes the entire understanding between UPholdings and
21 COUNTY with respect to the subject matter hereof and supersedes all previous arrangements,
22 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of
23 any nature whatsoever unless expressly included in this MOU.
24
25
26
27
28

1 IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and
2 year first hereinabove written.
3
4

5 **UPHOLDINGS**

COUNTY OF FRESNO

6
7 
8 (Authorized Signature)

9
10 
11 Nathan Magsig,
12 Chairman of the Board of Supervisors of
13 the County of Fresno

14 Cullen J. Davis, manager

15 Print Name & Title

16 900 W. Jackson Blvd. Suite 2W

17 Chicago, IL 60607

18 Mailing Address

ATTEST:

19 Bernice E. Seidel
20 Clerk of the Board of Supervisors
21 County of Fresno, State of California

22 By: Susan Bishop
23 Deputy

24 **FOR ACCOUNTING USE ONLY:**

25 Fund: 0001/10000
26 Organization: 56304710
27 Account: 7295
28

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Supportive Services Plan (SSP) §203

Rev. 9/25/19

Instructions: All Projects that include Supportive Housing units must complete a Supportive Services Plan for the NPLH units. The checklist below shall serve as a guide to ensure that the Supportive Services Plan is complete.

Part I.	Tenant Selection Narrative
	Section 1: Tenant Selection Criteria
Part II.	Lead Service Provider (LSP) Detail
	Section 1: Lead Service Provider (LSP)
	Section 2: Best Practices in Service Delivery
Part III.	Supportive Services Detail
	Section 1: Supportive Services Chart
	Section 2: Supportive Services Coordination
	Section 3: Verification from Appropriate Public or Non-Profit Funding Agency
Part IV.	Tenant Safety and Engagement
	Section 1: Tenant Engagement
	Section 2: Safety and Security
Part V.	Staffing
	Section 1: Staffing Chart
	Section 2: Staffing Ratios
Part VI.	Supportive Services Budget
	Section 1: Supportive Services Budget Table & Cost Per Unit Table
	Section 2: Budget Narrative and Funding Commitments
	Section 3: Service Funding History Table
Part VII.	Collaboration and Reporting
	Section 1: Collaboration
	Section 2: Reporting Requirements Certification

Part I. Tenant Selection Narrative

This section asks for a detailed description of the tenant selection process. Using the titled sections below, the narrative should be as specific as possible, delineating the roles of property management and the Lead Service Provider and how these functions will be coordinated. Your description should clearly and conclusively document processes to ensure NPLH tenant households occupy NPLH Assisted Units following tenant selection and Housing First Practices.

Section 1: Tenant Selection Criteria

1. Target Tenant Population and Eligibility Criteria

a. Do you use Housing First Practices?

Yes

b. Describe the criteria that will be used to ensure that tenants are eligible to occupy the NPLH Assisted Units.

Eligible persons will be matched to NPLH units after completing screening tools (VI-SPDAT, Recovery Needs Level (RNL) and Needs Assessment and safety plan). Completed VI-SPDAT will be entered into the HMIS and Fresno/Madera Continuum of Care (FMCoC) Coordinated Entry System (CES) to identify a match and rank based on level of need.

Individuals eligible for housing within the No Place Like Home (NPLH) program will be homeless individuals considered to be Chronically Homeless, Virtually Homeless, or At Risk of becoming Homeless, living with complex and long-term social and mental health conditions. Each person'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.

c. Description of the Target Population to be served, and identification of any additional subpopulation target or occupancy preference for the NPLH Project that the Applicant wishes to undertake beyond what is permitted under the Target Population requirements. **NOTE: Any additional subpopulation targeting or occupying preference for an NPLH Project must be approved by the Department prior to construction loan closing and must be consistent with federal and state fair housing requirements.**

There will be two main target populations at Butterfly Gardens: Adults who meet the definition for Supportive Housing and who meet the definition of Special Needs due to a serious mental illness. For the former, the project will work with the FMCoC to identify persons served who have matched for permanent supportive housing units by the CES. For the Special Needs population, the County of Fresno Department of Behavioral Health (DBH) will be the referral source. 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, a severe emotional disturbance and/or co-occurring substance use disorder and are at high risk of significant health complications 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 Homelessness, 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.

Individuals targeted for housing within the No Place Like Home (NPLH) program will be 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.

d. If not stated in question (b) in this section, describe the criteria relating to the applicant's income eligibility, and eligibility as a member of the Target Population as defined under Section 101 of the NPLH Guidelines.

Target tenants of Butterfly Gardens Permanent Supportive Housing would be individuals experiencing homelessness, virtual homelessness or at risk of homelessness and who present with serious impairment as a result of a mental illness. Tenants are expected to have extremely limited incomes and, to retain housing, their living arrangements must be affordable. A goal is that tenants pay no more than 30 percent of their income toward rent and basic utilities (excluding phone, cable, and Internet). Income may be in the form of SSI, General Relief or other subsidies. Unlike other residential settings where a majority of tenants' income goes directly to the facility to pay for room and board, tenants of Butterfly Gardens (or a designated payee other than the landlord) have control over their income.

e. Describe any additional eligibility criteria other than those indicated above, i.e., information needed to determine if Applicant can comply with lease terms. **NOTE: Selection criteria designed to assess anything other than the ability to comply with lease terms generally run afoul of fair housing laws designed to protect equal access to housing for people with disabilities. See Between the Lines, A Question and Answer Guide on Legal Issues in Supportive Housing Chapter 4.**

N/A			
f. Identify all disclosures that will be provided to applicants/tenants. Example: Megan's Law disclosures.			
This property will comply with all applicable California tenant disclosures.			
g. Describe how the local Coordinated Entry System (CES) is selecting tenants? If the local Coordinated Entry System is not yet operational, describe the plan to use it for tenant selection when it is established. Including the name and contact information for the system.			
Fresno-Madera Continuum of Care (FMCoC) operates the local Coordinated Entry System (CES) and will be the referral source for all NPLH units. Individuals experiencing homelessness are assessed using the Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT) by any one of a large network of providers based in rural and metro areas of Fresno County. The results of the assessment are prioritized in the CES waitlist. Individuals are entered into the Homeless Information Management System (HIMS) and matched to housing by the CES matchers based on the vulnerability results of the VI-SPDAT. The Department of Behavioral Health is an active member of the FMCoC, attending monthly member meetings and ensuring member representation on CoC committees including the CES subcommittee. The property management team and or their designee will be active participants in the FMCoC monthly meetings.			
2. Marketing/Outreach			
a. Will Applicant commit to use a Coordinated Entry System (CES) to fill all of the NPLH Assisted Units based on use of a standardized assessment tool which prioritizes those with the highest need for Permanent Supportive Housing and the most barriers to housing retention? (provide description of system below).			
Fresno-Madera Continuum of Care (FMCoC) operates the local Coordinated Entry System (CES) and will be the referral source for all NPLH units. Individuals experiencing homelessness are assessed using the Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT) by any one of a large network of providers based in rural and metro areas of Fresno County. The results of the assessment are prioritized in the CES waitlist. Individuals are entered into the Homeless Information Management System (HIMS) and matched to housing by the CES matchers based on the vulnerability results of the VI-SPDAT.			
b. If a separate alternate system must be used to refer persons At-Risk of Chronic Homelessness, a minimum of 40 percent of the NPLH Assisted Units must be reserved for persons who qualify as Chronically Homeless and a maximum of 30 percent of the NPLH Assisted Units may be reserved for persons who are At-Risk of Chronic Homelessness. All referrals must be based on a prioritization of those with the highest need for Permanent Supportive Housing, and the most barriers to housing retention (provide description of system below).			
N/A			
3. Housing First Characteristics			
a. Please confirm compliance by checking all of the characteristics that apply to the NPLH units in the Project:			
Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes			Yes
Tenant has his/her own room or apt. and is individually responsible for selecting a roommate in any shared tenancy			Yes
Tenant may stay as long as he/she pays his or her share of rent and complies with the terms of his/her lease			Yes
Unit is subject to applicable state and federal landlord tenant laws			Yes
Participation in services or program compliance is not a condition of permanent housing tenancy			Yes
Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services			Yes
Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness"			Yes
Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals?			Yes
The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction?			Yes
In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents			Yes
Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling			Yes
Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses			Yes
The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants			Yes
Part II. Lead Service Provider (LSP) Detail			
Section 1: LSP			
The County or other LSP is the entity that has overall responsibility for the provision of supportive services & implementation of the Supportive Services Plan. The County or other LSP provides comprehensive case management services (individualized services planning & the provision of connections to mental health, substance use, employment, health, housing retention) and may also coordinate with other agencies that do so.			
1. County/LSP Name:		County of Fresno Department of Behavioral Health	
Relationship to Applicant:		Community Partner through a Letter of Commitment	
How long has the County/LSP been providing services to homeless:		40	Months
How many Projects have the Applicant and LSP completed together? (Provide list of completed Projects when submitting)		3	
2. List any additional agencies that will be providing comprehensive case management services to residents. Describe population(s) they will serve and how their services will be coordinated by the LSP.			
Agency Name	Populations the Agency will serve	How Services will be Coordinated	
Turning Point of Central California	Adults with serious presentation of mental illness and those with co-occurring substance use disorders	Turning Point provides contracted mental health services at outpatient and FSP level for Fresno County, including services provided in rural and metro areas. Turning Point services may be provided, if indicated, as part of an interdisciplinary supportive services plan incorporating onsite and offsite services	

Kings View Behavioral Health Systems	Adults with serious presentation of mental illness and substance use disorders	Kings View currently operates the County Crisis Intervention Team with local Law Enforcement. Services are provided in both rural and metro areas of Fresno Co and include Crisis Services followed by post crisis engagement services and linkage
Section 2: Service Delivery		
1. Fully describe in the yellow cells below for each question how the best practices may be utilized in the service delivery model. Include a description of policies and periodic training plans. For the clinical interventions in this section, include a description of how the intervention is used and describe training. NOTE: Do not include definitions of these practices.		
Benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal, outreach, access, and recovery: Staff trained prior to lease up?		Yes
Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values. As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider will ensure quality standards and train/evaluate employees to meet the need of identified tenants. Service Provider will provide counseling, advocacy, utilize the SSI/SSDI outreach, access and recovery services (SOAR) process prior to lease up and throughout the term of their contract with Fresno County DBH. California uses the SOAR Online Course (https://soarworks.prainc.com/course/ssissdi-outreach-access-and-recovery-soar-online-training) to train case managers in the SOAR process. The service provider may choose to follow up using online courses with an in-person review available free of charge.		
Critical Time Intervention: Staff trained prior to lease up?		Yes
Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.		
Establishing a trusting relationship prior to embarking on any change model is crucial to longitudinal success for individuals with vulnerabilities. Critical Time Intervention is considered a core competency for supportive services. While the Department has not operationalized as of yet any formalized CTI training, the expectation is that the chosen Service Provider will ensure all staff are trained and assessed for competency in this model and will be a condition of the contract. CTI training is available both in-person and as a web-based course through the Center or Advancement of CTI https://www.criticaltime.org/training-consultation/ . During the ramp up phase of the supportive services contract, the service provider will be expected to arrange for staff to receive initial training and ongoing refresher training in the Critical Time Intervention model and the Service Provider will implement a plan for ongoing training as additional staff are added to the program over time.		
Trauma-Informed Care: Staff trained prior to lease up?		Yes
Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.		
The Department recognizes the impact of trauma on all aspects of an individual's life, including the ability to access and maintain housing. The Department has also designed, adopted and implemented a system of "Guiding Principles of Care Delivery" that provides the framework for 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. Guiding Principle Seven, Trauma-informed and Trauma-responsive, states: "The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood. Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses. Physical, psychological and emotional safety for individuals, families, and providers is emphasized."		
In support of and response to our guiding principles the Department has committed significant resources into the training of clinical staff in the recognition and treatment of trauma. Many of our clinicians have trained certification in Eye Movement Desensitization and Reprocessing (EMDR). The Department supports key clinician attendance at the annual EMDR International Association conference (EMDRIA) and has ensured continued competence by supporting clinical staff who express interest in becoming trainers for community wide clinical partners. It is the intention of the department to continue this commitment to training staff (including staff of the selected Service Provider) in new permanent supportive housing programs as they are developed. Prior to lease up the contract awardee will ensure the permanent supportive housing plan includes either training their staff in EMDR or developing linkages to individual, county or group providers certified in EMDR for the treatment of trauma.		
Motivational Interviewing: Staff trained prior to lease up?		Yes
Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values Principle Nine of the Department's Guiding Principles of Care Delivery is titled, "Stages of Change, Motivation, and Harm Reduction."		
The Department believes that the most effective interventions are motivation-based and adapted to the individual's current stage of change. Progression though stages of change are supported through positive working relationships and alliances that are supportive and motivating. Providers support individuals and families to develop strategies aimed at reducing negative outcomes through a harm reduction approach. 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.		
In keeping with this guiding principle, Butterfly Gardens will adopt a low barrier Housing First, Harm reduction model to include the principles of Motivational Interviewing (MI). Current Department staff are offered refresher instruction on MI annually. New hires to the Department undergo MI training within the first year of employment. Contracted Service Provider staff are included in all trainings so the Department can be certain that all individuals seeking services are met with the same level of competency in MI. The awardee will ensure supportive services plans are individualized to a tenant's needs and preferences. Staff will be trained in MI, an evidence-based, directive, and person-centered approaches to helping individuals explore and resolve ambivalence and consider change.		
Voluntary Moving-on strategies: Staff trained prior to lease up?		Yes

<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>With housing resources in high demand, it is essential to support individuals in their progress towards independence and self-determination. If an individual, who no longer requires on site services or supports, expresses motivation to voluntarily move on to a private residence with rental support and aftercare, as documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider must be ready to engage and assist that individual to succeed. The Moving on Initiative requires supportive services teams to be skilled in navigating rental supports, appropriate linkages to community services, and have access to case management training on assessment and transition.</p> <p>The specific moving on conversations, services, and supports are tailored to the individual tenant's needs, desires, and preferences for current and future housing and are voluntary. The service provider will be expected to arrange for all supportive services staff to receive the associated training.</p> <p>The Department has entered into an agreement with the Corporation for Supportive Housing (CSH) to, in collaboration with the Department, develop a Fresno County Supportive Housing Institute. An essential function of the Housing Institute will be to provide both Department and Community providers training in essential aspects of housing supportive services. Training in moving-on strategies will be part of the SHI curriculum and made available to the awardee as part of their contract. In addition CSH provides a toolkit for those agencies wishing to develop their own moving on strategies while adhering to proven practices.</p>	
Safety and security of staff and residents: Staff trained prior to lease up?	Yes
<p>Site-specific standardized safety and security policies and procedures will be developed and all staff trained in them prior to lease up. In addition, all DBH staff and, as documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider will be required to receive training in non-violent crisis intervention which emphasizes the importance of person-centered de-escalation techniques, situational awareness, and crisis intervention strategies.</p>	
Peer Support (include length of time Peer Support program used, if applicable): Staff trained prior to lease up?	Yes
<p>P Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>Peer support is an important component of the Service Plan. As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider will be required to have paid peer professionals included in the program's multi-disciplinary services team. Current nonintrusive engagement strategies in the Department's existing permanent supportive housing programs include a variety of peer-facilitated activities that allow tenants the freedom and flexibility to engage in conversations with supportive services staff as well as other tenants.</p> <p>In 2019 the Department engaged the services of Resilience Inc., a professional peer development and training organization. With their assistance the Department was able to develop a comprehensive peer training curriculum. The department's contracted providers and community partner agencies were invited to send their peer support specialists to a Department sponsored 80 hour training opportunity. In addition, supervisory staff were invited to a leveling training in which they were instructed in leadership strategies and given tools to work with peer professionals. This training will be established as an expectation for all DBH peer personnel (county and contractors). The service provider's leadership will be expected to demonstrate training in meaningful peer inclusion at program implementation.</p>	
Case conferencing: Staff trained prior to lease up?	Yes
<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider will be required to be actively engaged with the property manager, treatment providers, and other social service providers and routinely engaged in case conferencing to ensure that individuals have the most integrated and effective wraparound services. All such consultations and case conferencing will be tenant-driven, tenant included, and voluntary with appropriately executed authorizations to release information in place. As new tenants are welcomed into their new home, the service provider will explain the benefits or coordinated services and case conferencings as part of the tenant engagement process.</p>	
Communicating the Applicant's and LSP's program philosophy, values, and principles: Staff trained prior to lease up?	Yes
<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider and Property Management staff will trained and oriented on the DBH Guiding Principles of Care Delivery which outlines the philosophy and principles driving the care, services, and support delivered by DBH.</p>	
Rent by residents during periods of hospitalization: Staff trained prior to lease up?	Yes
<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>DBH understands that individuals housed in this project have a variety of health and behavioral health needs which could require intermittent periods of hospitalization or brief out of home treatment services. To ensure the stability of housing for the individual, policies and procedures will be developed and, as documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider and Property Management staff will be trained in them to ensure that hospitalizations do not result in a disruption in the tenant's ability to maintain their lease. Such policies and procedures will include provisions for the payment of rent during hospital stays and brief out of home treatment episodes.</p>	
Resident Privacy and Confidentiality: Staff trained prior to lease up?	Yes
<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>Resident privacy and confidentiality is a foundational element of all service delivery. As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider and Property Management staff will be trained and monitored on maintaining strict confidentiality, with notable legal exceptions related to the long-term wellbeing of a tenant and mandated reporting requirements. All DBH service providers (county employed and contracted) have an annual requirement to participate in privacy training. In addition, staff will ensure that tenants are educated on the risks and the benefits of information being shared amongst treating and partnering agencies, tenants understand their rights associated with protected health information, and when information is lawfully shared, the tenants are meaningfully included in the sharing of information regarding their care and tenancy.</p>	
How the supportive services staff and property management staff will work together to prevent evictions, to adopt and ensure compliance with harm reduction principles, and to facilitate the implementation of reasonable accommodation policies from rent-up to ongoing operations of the Project: Staff trained prior to lease up?	Yes

<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>A collaborative relationship between service providers and property management is essential to ensuring individuals are able to maintain housing. A mutual understanding of Housing First, Harm Reduction and Wellness and Recovery principles ensures service providers and management are providing consistent support and messaging to the individual tenant households on topics such as reasonable accommodations at move-in and beyond. As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider and Property Management staff will be trained and meet weekly to discuss tenant issues to work collaboratively to prevent unnecessary interruptions in housing. All interactions between service and management staff will follow confidentiality and consumer rights in regards to release of information.</p>	
General service provider and property manager communication protocols: Staff trained prior to lease up?	Yes
<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider and Property Management staff will utilize a Blended Management philosophy whereby property management and service staff will meet weekly to address all tenant issues in a timely manner. These meetings will ensure consistent and appropriate communication between all project staff. To address any urgent tenant issues at the PSH 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 PSH 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 staff will jointly develop policies, procedures, and protocols for the PSH 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 communication will be to support and ensure PSH tenants remain housed.</p>	
Making Applicants aware of the reasonable accommodations procedure: Staff trained prior to lease up?	Yes
<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>Another measure of the efforts of property management staff and supportive services staff is to assist qualified individuals in securing and maintaining PSH housing is the recognition and acknowledgment that individual tenants living a severe mental illness may have other conditions. For such reason, the PSH applicants must be provided with reasonable accommodation in rules, policies, practices and services to ensure equal opportunity to use an enjoyment of the property, supportive services, and other associated activities. As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider and Property Management staff will be trained and to ensure the PSH development offers the most opportunities to house eligible applicants, a new, site-specific Memorandum of Understanding (MOU) will be formally executed between the property manager and DBH. The MOU will include language which requires the unique circumstances and conditions of each PSH tenant to be considered and that reasonable accommodations be made. Such reasonable accommodation ensures PSH applicants are provided with every opportunity to succeed in securing housing and retaining tenancy.</p>	
Receiving and resolving tenant grievances: Staff trained prior to lease up?	Yes
<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>Service providers follow a standardized procedure for addressing general service-related grievances. All grievances are taken seriously and staff are trained to address them. Due to the blended nature of supportive services and property management services provided on-site within the housing project, as documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider and Property Management staff will be trained to ensure site-specific policies are developed with both the property manager and service provider to ensure that all grievances are addressed in a respectful and timely manner, irrespective of whether the grievance is related to the property, the supportive services, or both.</p>	
Appropriate responses to tenant crisis: Staff trained prior to lease up?	Yes
<p>Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.</p> <p>Awarded supportive services staff will be trained to address tenant crises in a respectful and timely manner. All Service Provider and Property Management staff will be trained in non-violent crisis intervention which emphasizes person-centered de-escalation techniques, situational awareness, and crisis intervention strategies. Site-specific policies and procedures will be developed to address the response to tenant crisis in the least restrictive manner possible. Responses will afford tenant's with appropriate choices and options during the crisis while ensuring attention to immediate safety.</p> <p>In the event a situation requires justice involvement, DBH has developed a robust partnership with local law enforcement agencies. The Department has supported local law enforcement agencies to receive crisis intervention training. 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. In current DBH permanent supportive housing projects, this partnership has proven effective in ensuring any crisis that escalates to involve law enforcement is supported with the deployment of a trained crisis clinician accompanying the officer. The goal is to provide support and intervention in the most proactive way possible to avoid crises, mitigate risks of additional crisis escalation when a crisis does emerge, and to support staff to ensure that the right level of care and intervention is provided based on evaluation of the tenant's needs and situation.</p>	
Retention of tenants regardless of use of substances: Staff trained prior to lease up?	Yes

Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.

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. Principle Nine of the Department's Guiding Principles of Care Delivery is titled, "Stages of Change, Motivation, and Harm Reduction". Providers support individuals and families to develop strategies aimed at reducing negative outcomes through a harm reduction approach. 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.

In keeping with this guiding principle, the NPLH developments will adopt a low barrier Housing First, Harm reduction model to include the principles of MI and Harm Reduction. As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider and Property Management staff are included in all trainings so the Department can be certain that all individuals seeking services are met with the same level of competency. These same trainings will be available to Property staff at the NPLH PSH properties.

In 2011, the Department and the MHP 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 a range of funding sources, 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 compliance.
- ◊ 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. Due to these dynamins, it is important to work to collaborate in order to address and work through challenges together.

Cultural and linguistic competency for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions: Staff trained prior to lease up?	Yes
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Fresno County DBH will issue an RFP for a Supportive Services Provider resulting in engagement of a contracted, qualified service provider that will be trained prior to lease up. Fresno County DBH will assign a designated team of analysts, utilization review specialist (URS) and a division manager to monitor and assess awardee's adherence to best practices set forth in the contract, ensuring alignment with the Departments Mission, Vision and Values.

DBH 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 importantly, 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 identifies and gender expressions. One of the cornerstones of the plan requires all staff and providers be 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. As documented in the contract between the Service Provider and Fresno County DBH, the awarded Service Provider will be expected to adhere to the Cultural Competency Plan and training opportunities. 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. In addition, written materials are available in the three threshold languages in Fresno County (Spanish, Hmong, and English) and made available as needed in other languages. Supportive services staff will utilize certified interpreters for tenants who do not speak English or who prefer services in another language to ensure that all tenants have equal access to services.

Part III. Supportive Services Detail

Section 1: Supportive Services Chart

Required Services: List and describe all services under Section 203(c) of the NPLH Guidelines required to be offered to tenants of the NPLH Assisted Units. The chart must include each of the services listed. Attach the agreement for each of the services listed.

Resident Service	Service Description	Service Provider(s)	Relationship to Applicant	Agreement	Off-site Service Location
List each service separately	Describe service, including the frequency and degree to which services are provided.	Provider's Name	Applicant, separate division of Applicant's organization, or a Project Partner	If service will be provided by a non-Applicant entity, indicate type of agreement under which service will be provided.	If service is on-site, leave blank. Enter distance, in miles, to off-site service and list resident commuting options. Reasonable access is access that does not require walking more that one-half mile.

Case management with individual service plans	Dedicated case management staff will be assigned to work full time at the site. These case managers will support tenants with all aspects of individual service planning, linkages to resources, and implementation of co-authored service plans. Case managers will be available on-site 40 hours per week. Tenants seeking support may access case management services based on individual need with the expectation that service delivery will vary as individuals learn to navigate independence and build competence in maintaining housing. In addition, for any tenants who choose to participate in behavioral health treatment services, and who choose to integrate those services, the supportive services case manager will act as a bridge between the treatment services and the supportive housing services to create an integrated recovery plan and support team. Individuals with co-occurring substance use and/or physical health issues will have case management staff available to develop integrated service plans with physical health and SUD providers. Tenants may enter into permanent supportive housing already linked to community based services. Tenants may have established treatment relationships with Department clinical staff, with Full Service Partnership teams, community based care providers and/or Substance Use treatment providers	Fresno County DBH Contracted Provider will be determined following procurement process	Project Partner	Contract	
Peer support activities	The Supportive services staff will include professional peer support staff employed on a full time basis. These individuals will have life experiences similar to life experiences of the tenants (Substance Use, mental illness, homelessness, physical health challenges). Peer support staff will provide tenants with assistance and support in navigating housing skills, gaining experience in self advocacy and in instilling hope. Peer support staff will provide tenancy supports, living skills, tenant orientation, support groups, recreational and socialization skills and transportation. Service delivery is dependent on tenant need and service plan, is individualized and adaptable based on the needs of the person served.	Fresno County DBH Contracted provider will be determined following procurement process	Project Partner	Contract	
Mental health care	The supportive services staff will include Case management and peer support professionals on a full time basis. Onsite staff will be trained in Motivational interviewing, trauma informed care, critical time intervention, de-escalation, housing first and harm reduction principles, person first language and principles, cultural humility and diversity principles and in accessing services not readily available at the property. For supports not available on site, staff will ensure all tenants have access to and are supported in utilizing the Department's robust array of integrated services provided by both contracted and county employed professionals. Participation in mental health services is voluntary and not a requirement for tenancy. Supportive services staff will educate tenants about all treatment options appropriate to their level of need including full service partnerships, culture-based services, and crisis services. Supportive services staff will support tenants with linkages to mental health services where indicated and, when consent of the tenant is present, will participate as an extension of the treatment team to provide an integrated care experience. All treatment programs have the ability to deliver services in the home or in other locations as preferred by the person served.	Fresno County DBH Contracted Provider will be determined following procurement process	Project Partner	Contract	

Substance use services	<p>All tenants will have access to and be supported in utilizing the Department's newly expanded Organized Delivery System (ODS) for Substance Use Disorder(SUD) services. The Department is currently contracted with over 30 community based organizations providing SUD services throughout the county. The Department also offers a county operated co-occurring mental health and SUD integrated program (Pathways to Recovery). Supportive Service Staff are available 40 hours per week for onsite supportive services. A new benefit with the ODS is that SUD services can occur in the home or in other locations as preferred by the person served. Participation in SUD services is voluntary and not a requirement for tenancy. Supportive services staff will provide education about all treatment options and will provide onsite services or support tenants with linkages to SUD services. When consent of the tenant is present, supportive services staff will participate as an extension of the treatment team to provide an integrated care experience. Supportive service staff will be trained in ASAM screening and linkage to appropriate level of care. Substance Abuse Specialists employed by the Department and contracted agencies are available via phone for consultation. As part of the Department's universal Access to services, we have engaged in an MOU with BEACON. Individuals seeking information on SUD services for themselves or for a third party call the 24/7 access line where they will be connected with a ASAM certified professional. This professional will engage the individual in a telephonic evaluation and screening to determine eligibility for services. Once the</p>	Fresno County DBH Contracted Provider will be determined following procurement process	Project Partner	Contract	<p>SUD Access line services 800-654-3937Pathways to Recovery 515 S Cedar Ave Fresno Ca. (5.4 miles away from site). Transportation services to and from physical health care supports (PCP, Hospital, medical/dental/vision appointments, pharmacy visits etc) may be provided by case management staff or through an agreement with Logisticare. Logisticare is a MediCal member benefit that provides transportation services tailored to a members needs. Individuals with physical disabilities may request accommodated transport, individuals</p>
Support in Linking to Physical Health Care	<p>All tenants will be supported in accessing physical health care through linkages offered by supportive services staff. The Department has MOU's in place with both Managed Medi-Cal Health Plans in Fresno County (Anthem Blue Cross and CalViva HealthNet). These MOUs outline care coordination and serve as a platform to ensure that the physical health needs of individuals in behavioral health programs are met. The department and the MHP's have developed a shared bidirectional referral form and intensive case management request form to assist staff in linking individuals to physical health care and resources. In addition, the Department has a contract with a Federally Qualified Health Center, Clinica Sierra Vista, to deliver integrated primary care and behavioral health services in one clinic setting. Supportive services staff will support tenants in accessing physical health care, including providing transportation, advocacy, linkages, and social-emotional support. Transportation services to and from physical health care supports (PCP, Hospital, medical/dental/vision appointments, pharmacy visits etc) may be provided by case management staff or through an agreement with Logisticare. Logisticare is a MediCal member benefit that provides transportation services tailored to a members needs. Individuals with physical disabilities may request accommodated transport, individuals with children may request family transportation, persons without physical disabilities may request standard transport. The Department, in collaboration with the MHP have provided extensive and ongoing training to service providers to ensure access to all</p>	Fresno County DBH Contracted Provider	Project Partner	Contract	<p>Clinica Sierra Vista - 6 locations in Fresno, closest is 2.8 miles away from site- transportation may be provided by Logisticare</p>

Benefits counseling and advocacy	Case management staff working in the permanent supportive housing program will be trained in how to support tenants in accessing/securing any eligible benefits including Medi-Cal enrollment and Social Security benefits and will be SOAR trained. Individuals seeking additional supports may access services through the Social Security Administration, Department of Social Services, National Alliance for Mental Illness, patients rights advocacy, Central California Legal Services	Fresno County DBH Contracted Provider	Project Partner	Contract	NAMI 559-224-2469 7545 N Del Mar Ave Ste 105, Fresno (7.8 miles away from site), Central CA Legal Services 800-675-8001 2115 Kern St. Fresno (7.8 miles away from site). Social Security Administration 866-366-4918 5140 East Olive Ave, Fresno (3.9 miles away from site). Department of Social Services 559-600-1377 3151 N Millbrook, Fresno (3.1 miles away from site). Transportation services to and from physical health care supports (PCP, Hospital, medical/dental/vision appointments, pharmacy visits etc) may be provided by case management
Basic housing retention skills	Case management staff working in the permanent supportive housing program will work with tenants to determine their level of understanding in regards to skills required to maintain housing. If needs are identified, the case manager will develop a plan with the tenant to assist in building skills. Skills delivered may include life skills/daily life skills education, harm reduction services, recreation and socialization, legal assistance, tenant rights education, transportation navigation, new tenant orientation, move in assistance and moving on interventions,	Fresno county DBH Contracted Provider	Project Partner	Contract	

Encouraged Services: List and describe all services under Section 203(d) of the NPLH Guidelines encouraged to be offered to tenants of the NPLH Assisted Units. If multiple services will be provided in the service categories provided below, attach any additional description. Empty spaces are available at the bottom of the table for the applicant to describe services not listed.

Resident Service	Service Description	Service Provider(s)	Relationship to Applicant	Agreement	Off-site Service Location
List each service separately	Describe service, including the frequency and degree to which services are provided.	Provider's Name	Applicant, separate division of Applicant's organization, or a Project Partner	If service will be provided by a non-Applicant entity, indicate type of agreement under which service will be provided.	If service is on-site, leave blank. Enter distance, in miles, to off-site service and list resident commuting options. Reasonable access is access that does not require walking more than one-half mile.

Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders not listed in the above table	Pathways to Recovery Fresno Co-Occurring mental health and substance use disorders	County of Fresno DBH	Applicant		Transportation services to and from physical health care supports (PCP, Hospital, medical/dental/vision appointments, pharmacy visits etc) may be provided by case management staff or through an agreement with Logisticare. Logisticare is a MediCal member benefit that provides transportation services tailored to a members needs. Individuals with physical disabilities may request accomodated transport, individuals with children may request family transportation, persons without physical disabilities may request standard
Recreational and social activities	Blue Skies Wellness Center Cultural and Education Wellness Center	Holistic	Kings View Behavioral Health Systems The Fresno Center	Project Partner	Blue Skies Wellness Center 1617 E. Saginaw Way, Suite 108 (4.2 miles away from site). Fresno Holistic Center 4867 East Kings Canyon Fresno CA (6.3 miles away from site). Transportation services to and from physical health care supports (PCP, Hospital, medical/dental/vision appointments, pharmacy visits etc) may be provided by case management staff or through an agreement with Logisticare. Logisticare is a MediCal member benefit that provides transportation services tailored to a members needs. Individuals with physical disabilities

Educational services	Fresno County currently operates a Supportive Employment and Education Services (SEES) program in partnership with the State Department of Rehabilitation (DOR) that will lead the vocational and employment supportive service component to be made available to MHP tenants. This program also provides assistance to individuals with respect to their individual educational goals, including, but not limited to completion of high school or GED, college, or education in trades. The Department is currently in contract negotiations with a community-based agency to vastly expand the scope of services for supported employment and supported education. The supportive services staff will support tenants in accessing the current SEES program as well as the future expanded program and will serve as an extension of the tenant's educational support team, in partnership with the SEES staff and staff of the future expanded program. Supportive services staff activities will include supporting tenants in setting goals, scheduling and attending classes, accessing tutoring or other supportive resources, and accessing services for students with disabilities at local education institutions.	Fresno County DBH Contracted Provider	Project Partner		SEES 4447 E. Kings Canyon Road Mod E Fresno (5.2 miles away from site). Transportation services to and from physical health care supports (PCP, Hospital, medical/dental/vision appointments, pharmacy visits etc) may be provided by case management staff or through an agreement with Logisticare. Logisticare is a MediCal member benefit that provides transportation services tailored to a members needs. Individuals with physical disabilities may request accommodated transport, individuals with children may request family
Employment services	Fresno County also currently operates a Supportive Employment and Education Services (SEES) program in partnership with the State Department of Rehabilitation (DOR) that will lead the vocational and employment supportive service component to be made available to MHP tenants. The Department is currently in contract negotiations with a community-based agency to vastly expand the scope of services for supported employment and supported education. The new enhanced program will implement the evidence-based Individual Placement and Support (IPS) model. The supportive services staff will support tenants in accessing the current SEES program as well as the future expanded program and will serve as an extension of the tenant's vocational support team, in partnership with the SEES staff and staff of the future expanded program.	Fresno County DBH Contracted Provider	Project Partner		SEES 4447 E Kings Canyon Rd Mod E. Fresno CA (5.2 miles away from site).
Obtaining access to other needed services	Multi Agency Access Point County of Fresno Department of Behavioral Health Multi-Agency Access Program (MAP): Operated by several contracted community-based organizations and located in both urban and rural areas of Fresno County, the MAP is a one-stop location where	Fresno County DBH Contracted Provider	Project Partner		MAP at the Pov. 412 F St. Fresno, CA 93706 (8.2 miles away from site). MAP at Community Regional
File Name:	LSP Agreement	Lead Service Provider Contract, Agreement, or Letter of Intent			Hard Copy and on USB?
Section 2: Supportive Services Coordination					
1. Describe the accessibility of community services to which you propose linkages, whether they are on-site or in close proximity to the Project, including the hours they are available, and the frequency, travel time and cost to the tenant for transportation required to access the services to include both public transportation and private transportation services (e.g. van owned by the provider). Additionally, describe how the supportive services will be provided in a manner that is culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. This includes explaining how services will be provided to NPLH tenants who do not speak English, or have other communication barriers, including sensory disabilities, and how communication among the services providers, the property manager and these tenants will be facilitated. Additionally, describe how services will accommodate trauma-based, barriers to services. Provide documentation, in the form of Memorandum of Understanding, Memorandum of Agreement, letters of support or contracts demonstrating who will be responsible for ensuring access to services and how accessibility will be accomplished if not already included in agreement provided for service provision.					

<p>Case management and supportive services will be available on site. For off-site supportive services not provide at Butterfly Gardens, the Department will support tenants by making transportation available to treatment appointments, recovery supports including the Wellness Center, the Holistic Center and other self-directed recovery focused services. Supportive services staff will provide transportation for tenants directly. Department funded vehicles will be accessible to staff at the site. Where appropriate and in keeping with a tenant chosen treatment strategy, the Department may fund access to public bus transportation. For tenants who choose to use public transportation, but require 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. For tenants able to navigate appointment independently but who do not choose to use public transportation, access to transportation benefits provided as a service of the MediCal health plans (CalViva and Anthem) may make arrangement for LogistiCare services to transport to and from service related appointments.</p> <p>DBH 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 importantly, 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 identifies and gender expressions. One of the cornerstones of the plan requires all staff and providers be 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. In addition, written materials are available in the three threshold languages for Fresno County (Spanish, Hmong, and English) and made available as needed in other languages. Supportive services staff will utilize certified interpreters for tenants who do not speak English or who prefer services in another language to ensure that all tenants have equal access to services.</p>						
<p>2. Describe which community/county/state funded programs will be utilized to meet the needs of the residents, particularly if those residents are dependents of tenants.</p> <p>Tenants will have access to the full array of DBH services for Mental Health and Substance Use Disorder services. These various programs are funded by MediCal, Mental Health Services Act, and Realignment funds.</p>						
<p>3. Is the Applicant currently working with the with the CoC in the area?</p>					Yes	
<p>If No, please explain:</p>						
<p>Section 3: Verification from Appropriate Public or Non-profit Funding Agency</p> <p>All applications where the County is <u>not</u> the LSP shall include a verification from an appropriate funding entity (either public or non-profit) knowledgeable about the supportive service needs of the Target Population, indicating that the proposed services are appropriate to meet the needs of the Target Population. The verification shall endorse the primary service provider as a known provider of support services to the Target Population. The Development Sponsor and/or Service Provider are not eligible to provide the Funding Agency Verification.</p> <p>Please use the attached Supportive Service Verification form from the appropriate public or non-profit agency. Please submit one verification if serving different subpopulations of NPLH tenants who qualify as Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness. If appropriate, a single funder may provide a verification for multiple populations (i.e. a County Department of Health Services could provide a verification for a Project serving individuals who are Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness). Please be sure to indicate on the verification form the subpopulations to which each verification applies.</p>						
<p>Part IV. Tenant Safety And Engagement</p>						
<p>Section 1: Tenant Engagement</p> <p>Applicant should describe strategies to engage residents in services, services planning/operations, and in building community and facility operations. NOTE: The tenant engagement plan is distinct from the marketing and outreach efforts for attracting applicants to the Project.</p>						
<p>1. Will the services engagement outreach strategy include:</p>						
Outreach to applicants and residents?		Yes	Door-knocking?	Yes	Leafleting?	Yes
Assessment prior to leasing?		Yes	Peer contacts?	Yes	Outreach to organizations that work directly with target population?	Yes
<p>Other strategies? Please describe:</p> <p>Site-based activities intended to provide opportunities for tenants to become involved (tenant council, themed events, yoga, meditation, art enrichment, cooking class and supports, monthly celebrations, etc)</p>						
<p>2. Describe the strategies to engage residents in social interaction, building operations, and community involvement within the Project.</p> <p>All service plans are developed based on direct input from residents based on their goals and needs. 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 PSH Development, including tenants in pre-contemplative stages of change. On Site Supportive services staff will be trained in Motivational Interviewing, Trauma Informed Care, Recovery principles, Reaching Recovery and Hope.</p> <p>Property management and social service staff will schedule monthly all-tenant meetings to keep residents informed of on-site opportunities and get resident feedback. Meeting attendance is not required, but highly encouraged. The property management staff will also employ two Community Builders, which are live-in staff persons available to tenants outside of regular office hours. The Community Builders will help develop and foster a sense of community among residents through ongoing social and educational activities. Community Builders will also work with residents to facilitate their own programming, such as movie nights, book clubs, or community service opportunities. Community Builders will help residents access resources for these events, as appropriate.</p>						
<p>3. Describe the strategies to engage residents in planning and delivery of resident's services.</p> <p>DBH 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 importantly, 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 identifies and gender expressions. One of the cornerstones of the plan requires all staff and providers be 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. In addition, written materials are standardly available in the three threshold languages in Fresno County (Spanish, Hmong, and English) and made available as needed in other languages. Supportive services staff will utilize certified interpreters for tenants who do not speak English or who prefer services in another language to ensure that all tenants have equal access to services.</p>						
<p>4. Describe how the physical building space supports social interaction and the provision of services.</p>						

<p>The physical design of the PSH development recognizes individuals living with a severe mental illness that are Chronically Homeless, Homeless or At-Risk of becoming Chronically Homeless may have experienced trauma. The physical design of the PSH 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 effects individuals, recognizing that it can have physiological and emotional impact upon persons served. 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 roomy 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 PSH tenants and service providers. A dog park and acceptance of pets will also be an integral aspect of integrating trauma informed accommodations into the project design.</p>
<p>5. If planning on conducting tenant satisfaction surveys, describe types of questions asked, how they are reviewed, outcomes measured, and how often survey will be conducted.</p> <p>Tenants will be surveyed at least annually with a satisfaction survey, based on a likert scale, to determine levels of satisfaction with the supportive services, property maintenance and management, and other related topics. Additionally, through routine tenant council meetings and other forums, tenants will have ongoing opportunities to provide input into the services and supports available to them. Results of tenant input, including surveys, drive decision-making on program design.</p>
<p>6. Describe the strategies to engage residents in services, services planning/operations, and in building community and facility operations.</p> <p>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.</p> <p>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 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 tenants in maintaining their housing tenancy.</p>
<p>Section 2: Safety and Security</p>
<p>1. Summarize the written policies and procedures on privacy and confidentiality of residents.</p> <p>Resident privacy and confidentiality is a foundational element of all service delivery. All supportive services staff and property management staff are highly committed to ensuring the protection of tenant confidentiality to the greatest extent possible, making exceptions only for the tenant's long-term wellbeing in extreme situations.</p>
<p>2. Summarize the written policies and procedures on sign in/out procedures, fire/safety drills, and posted local contacts in case of emergency.</p> <p>As a Housing First development, tenants are not required to sign in/out. All tenants are given a safety overview during their leasing process, which includes emergency responses. On-site property management staff further assist with addressing emergencies in the moment.</p>
<p>3. Describe the building design safety features for ensuring resident and staff safety (include lighting, entrance/exits, locked doors, common area locations).</p> <p>The building has been designed with tenant safety as paramount. Sufficient lighting will be provided in all corridors, parking areas, and common spaces. Doors will have individual key access and common spaces will require key access. Cameras will be installed in all common areas, and connected to monitors in the property management office. Two full-time property manager and maintenance personnel will be on-site during normal business hours. Staffing presence will be maintained outside of business hours by the two live-in Community Builders, who will act as first responders in case of any emergencies and facilitate communications between property management and residents. A Fire Safety plan will be implemented and reviewed with all residents on a regular basis.</p>
<p>4. Summarize the written policies and procedures on ensuring staff safety.</p> <p>OSHA rules will be posted in staff areas. Staff are also trained on how to work with high-needs tenants on an ongoing basis. All County employed and Contract employed staff are required to take non-violent intervention training prior to engaging in client activities.</p>
<p>5. Summarize the written policies for addressing violations of resident/staff safety by residents or staff.</p> <p>For both staff and residents, first violations are addressed by an in-person meeting. Further violations are addressed based on the employee handbook/lease, as appropriate. Tenant council will be convened to develop a community understanding of safety principles. Expectations impacting individual and community safety will be reviewed with tenant during new tenant orientation and periodically in tenant council. Any changes to policies impacting tenants will be posted in a common area, accessible to all and in threshold languages.</p>
<p>6. The service plan and property management plan submitted with the application must impose no restrictions on guests that are not otherwise required by other project funding sources or would not be common in other unsubsidized rental housing in the community. Describe the guest/visitor policy for residents.</p> <p>Daytime guests are always allowed. Tenants will be educated as to the lease requirements for overnight guests who will stay multiple nights. Any deviation from lease requirements require property manager approval.</p>
<p>7. Summarize the written policies for coordination with property management for resolution of tenant issues and implementation of policies and practices to prevent evictions and to facilitate the implementation of reasonable accommodation policies.</p> <p>Property management and service staff will work together within the Blended Management model and Housing First philosophy to provide wraparound support for tenants. Regular Blended Management meetings will be held to address all tenant issues in a timely manner.</p>

8. Summarize the written policies for coordination with property management for integration of the Target Population with the general public.

The Property Management company and the two Community Builders are responsible for programming of social activities, enrichment opportunities and other services that are project-wide and open to all residents of the Project. These activities are created partly to promote the integration of the PSH tenants with the other residents of the Project, and to foster a sense of community at the Project. Property Management and the Community Builders will further work with the service team to support PSH tenants as they engage their community at large (i.e. the neighborhood, Clovis residents and entities, etc.). This work will take place primarily through the Blended Management meetings mentioned above, where Property Management and the service team can jointly address any challenges PSH tenants may be facing with regards to their integration within the broader community.

Part V. Staffing

Section 1: Staffing Chart

List all staff positions that will provide services to the tenants of the NPLH Assisted Units. Include County, other LSP, or Development Sponsor staff positions, and any staff positions of partnering organizations who have committed time to the Project. Include the services coordination staff. For each position, list the position title, minimum requirements, the full-time equivalent (FTE), the organization under which the position resides, and the location of the position (on-site or off-site). Do not include staff which serve non-NPLH Units. If a staff position serves both tenants in NPLH and non-NPLH units, include only that portion (i.e., % FTE) of the staff position dedicated to NPLH Assisted Units. Attach a copy of each positions duty statement, if these documents are available.

NOTE: All staff positions listed here must be reflected in the Supportive Services Budget Table. Be sure to indicate which staff position will be responsible for Homeless Management Information System data entry. If the cost of supportive service position is included as part of the Project's operating budget and the position will serve NPLH units, that position must be included in this chart.

Title	Minimum requirements	Total FTE:	5	Employing Organization	Location
List each staff position	List min. required staff preparation include (education & experience) NOTE: Doesn't take place of the job description or duty statement.	Indicate FTE staff positions for NPLH units (half-time is 0.5 FTE)		This could be the County, another LSP, Sponsor or a Project Partner	Select "On-Site" or "Off-Site"
Program Director	<p>Education: Possession of a bachelor's degree that is acceptable within the United States' accredited college or university system.</p> <p>Experience: Three (3) years of full-time, paid professional work experience developing staff development and training programs in a health setting.</p> <p>OR</p> <p>Three (3) years of full-time, paid professional supervisory or managerial work experience in a behavioral health setting.</p> <p>Substitution: Possession of a master's degree that is acceptable within the United States' accredited college or university system may substitute for one (1) year of the required experience.</p> <p>License: Possession of a valid Class "C" driver's license, or equivalent.</p>	0.5		Project Partner	On-Site
Clinical Supervisor	<p>Education: Possession of a bachelor's degree in biology, nursing, public health, social work, or a closely related field that is acceptable within the United States' accredited college or university system.</p> <p>Experience: Three (3) years of full-time, paid professional mental health or substance use disorder work in a clinical setting; two (2) of those years must be post-licensure.</p> <p>License: Valid State of California license as a Clinical Psychologist, Clinical Social Worker, Marriage and Family Therapist, Professional Clinical Counselor, or Registered Nurse.</p> <p>Possession of a valid Class "C" driver's license, or equivalent, may be required.</p> <p>Note: Recruitment and/or certification may be limited to candidates with education, experience, license, and/or certificate background related to the specific position vacancy as authorized by the Director of Human Resources.</p>	0.5		Project Partner	On-Site
Case Manager	<p>Education: Current and active registration as an Associate Clinical Social Worker or Marriage and Family Therapist Intern with the State of California, Department of Consumer Affairs, Board of Behavioral Sciences.</p> <p>Experience/Knowledge of: Principles, theories, techniques and practices used in clinical social work and/or marriage and family therapy including techniques used for diagnosis and behavioral health services for chronically mentally ill and emotionally disturbed clients in a wellness and recovery evidence-based practices framework; Principles and practices of behavioral health education, community organizations and allied behavioral health services and resources; Laws, regulations and ethical standards governing behavioral health treatment and medical records; Behavioral health interviewing techniques and treatment methods; Intensive and long term case management services in a wellness and recovery evidence-based framework; Cultural competency theory, practice and its application in behavioral health settings with diverse consumers, their families and communities.</p>	3		Project Partner	On-Site

Administrative Support	Education: Possession of a bachelor's degree that is acceptable within the United States' accredited college or university system.	1	Project Partner	On-Site
	License: Possession of a valid Class "C" driver's license, or equivalent, may be required.			
	Note: Recruitment and/or certification may be limited to candidates possessing a specific education background related to Peer Support Specialist I applicants must qualify under one (1) of the options listed below:			
	Experience: One (1) year of experience providing peer support to behavioral health clients in a public or private agency.			
	License: A valid Class "C" driver's license, or equivalent, may be required.			
Or				
Certificate: Completion of a Peer Support Specialist, Parent Partner training program or a Consumer Volunteer Advocacy training program prior to February 2007. skills and Abilities Provides peer support and self-help services to behavioral health clients and their family members/caregivers in individual or group settings on site in county programs as well as in the community.				
File Name: Duty Stmt1, Duty Stmt2, Duty Stmt3, Duty Stmt4		Staff Duty Statements (all providers, if available)		Hard Copy and on USB? Yes
Section 2: Staffing Ratios				
1. Indicate the overall services staffing level for the Project by completing the calculation below.				
a. Total NPLH Assisted Units				36
b. Total FTE Service Staff from the Staffing Chart for the NPLH Assisted Units				4
c. Number of NPLH units per FTE Staff Person (a÷b)				9
2. Complete case manager staffing ratio chart. Include all case mgmt. staff in staffing & budget forms, requires FTE case mgr. to resident ratios be appropriate to specific NPLH populations, as determined by the County or other LSP.				
Population Type	Chronic Homeless	Homeless	At-Risk of Chronic Homeless	
Case Mgr. Ratio	1:12	1:12	1:12	
Part VI. Supportive Services Budget				
Section 1: Supportive Services Budget Table.				
NOTE: If the cost of supportive services is included as part of the Project's Operating Budget (as documented in the UA) and the funds will serve NPLH units, this position/expense item and the dollars associated with it (or that portion connected to the NPLH units) must be included in this Supportive Services Budget Table.				
Income Source/Program Name	Amount	Type	Status	% of Total Budget
MHSA/Staffing and Project Operations	\$538,568.00	In-kind	Committed	100.00%
				0.00%
				0.00%
				0.00%
Total Revenue:	\$538,568.00			100.00%
Expense Item	Amount	Type	Status	% of Total
Staff Salaries: List by title of position. (This list must match the Staffing Chart above.)				
Program Director	FTE 0.5 \$34,000.00	In-kind	Committed	7.29%
Clinical Supervisor	FTE 0.5 \$42,666.00	In-kind	Committed	9.15%
Case Managers	FTE 3 \$125,190.00	In-kind	Committed	26.84%
Administrative Support	FTE 1 \$29,523.00	In-kind	Committed	6.33%
Fringe Benefits	\$85,788.00	In-kind	Committed	18.39%
Total Staff Expenses	\$317,167.00			68.01%
Tenant Transportation	\$5,000.00	In-kind	Committed	1.07%
Equipment	\$20,000.00	In-kind	Committed	4.29%
Supplies	\$5,000.00	In-kind	Committed	1.07%
Travel	\$5,127.00	In-kind	Committed	1.10%
Office Rent/Occupancy Costs (don't include rent/leasing costs for SH units)	\$10,623.00	In-kind	Committed	2.28%
Training				0.00%
Minor Household Equipment/Repairs	\$5,000.00	In-kind	Committed	1.07%
Staff Development	\$5,000.00	In-kind	Committed	1.07%
Other Expenses (Client Emergency Fund)	\$5,000.00	In-kind	Committed	1.07%
Other Expenses (Liability Insurance)	\$18,214.00	In-kind	Committed	3.91%
Administrative indirect	\$70,248.00	In-kind	Committed	15.06%
Total Expenses	\$466,379.00			100.00%
Supportive Services Cost Per Unit: Permanent supportive housing best practice suggests a range between \$5,000 - \$10,000 annually in services per household, depending upon the intensity of the needs of the target population. Complete the following calculation about supportive services cost per unit for the Project. If the supportive services cost per unit, as calculated below, differ from industry practice, provide a narrative explanation. The Project must meet/address the industry standard.				
Supportive Services Expense Per Unit Calculation Table				
a. Total NPLH Assisted Units				36
b. Total Supportive Services Expenses				\$466,379.00
c. Total Supportive Services Expenses per Unit: (b ÷ a)				12954.9722
Section 2: Budget Narrative and Funding Commitments				
1. Describe how budgeted amounts are adequate to provide services described in Supportive Services Plan and in Services Staffing Table:				
Based on historical data from providing supportive services at other PSH projects, the budget here represents our expected costs for this project				

2. Document committed funds with letter from committing agency that includes the items below. Documented services/funding must appear in Supportive Services Budget Table.				
a) Project name; b) Description of services to be funded or provided; c) Dollar value of funds or in-kind services. If cash is provided, state funding source; d) Funding term or service provision; e) A description and history of agency/organization providing funding or services.				
File Name:	SS Fund Ltr1, SS Fund Ltr2, SS Fund Ltr3, etc...	Attach letter(s). Include: Project name; description of services; dollar value of funds or in-kind services; if cash is provided, state funding source; funding term; description & history of agency/org. providing funding or services.	Attached and on USB?	
3. For funding that is not yet committed, specifically describe the experience filling major services funding gaps in similar housing.				
N/A				
4. Describe in specific terms the plan to fill any service gaps that occur during Project life due to expiration of grants, partner withdrawals, cancellation of a commitment or any other reason. Describe experience filling service gaps caused by loss of major funding sources.				
DBH will work among its various funding sources to ensure adequate funding for robust on-site services.				
Section 3: Service Funding History Table: The purpose of this section is to document the funding history of the LSP. The LSP shall document a history of securing supportive service funding sufficient for the Department to make a determination that the provider will be able to access funds from the programs that fund the services identified in the Supportive Services Chart. List only funding obtained in the last five years. Complete the table containing the information required below:				
Funding History for: (LSP)	County of Fresno Department of Behavioral Health			
Source of Funds/Funding Program	Purpose of Award (Use of Funds)	Amount	Award Date & Funding Term	Population(s) Served
MHSA	Renaissance Alta Monte			Chronically Homeless
MHSA	Renaissance Santa Clara			At risk of Homelessness
MHSA	Renaissance Trinity			Chronically Homeless
Part VII. Collaboration and Reporting				
Section 1: Collaboration				
Industry practice indicates that services are often best delivered by entities with specialized expertise. Consequently, effective projects are based on collaboration among organizations with different types of service expertise, or by specialized divisions within an organization. Counties should document collaboration between two or more service providers. Applications will be deemed to meet the collaboration criteria if the application documents a commitment from a service organization other than the Applicants or affiliates of the Applicants to provide a portion of the services to project residents. Cooperation among specialized intra-organizational service programs, groups, or departments may also qualify as collaboration.				
Based on the contracts attached between the Applicant and non-affiliated service providers, explain the collaboration between the Applicant and the service providers. Include a short narrative describing the collaborative relationship with the outside service provider or an intra-organizational service program, group, or department that is listed in the Supportive Service Chart. Describe the specific services with which the collaborative entity will be involved.				
Fresno County Department of Behavioral Health, a division of the County of Fresno (the Applicant): Fresno DBH will be the Lead Service Provider. Prior to lease-up, the County will issue a Request for Proposals through the identified procurement process in order to identify and engage one or more qualified Supportive Services Providers. Fresno DBH will continuously monitor and assess contractors' adherence to best practices set forth in the contract. Service Provider(s) will ensure quality standards and train/evaluate employees to meet the need of identified tenants. A resident property manager will also work and live on-site. Fresno DBH and its contracted Service Provider(s) will offer all required and encouraged services beginning prior to lease up and throughout the term of the project. Fresno DBH will assume final responsibility for the provision of all services provided to tenants of the NPLH units.				
Section 2: Reporting Requirements Certification				
Applicant certifies that not later than 90 days after the end of each Project's fiscal year, the Applicant shall submit an independent audit for the Project prepared by a certified public accountant and in accordance with the requirements noted in the Project's regulatory agreement and the Department's current audit requirements, which are posted to the Department's website and which may be amended from time to time. §214(c) On an annual basis, the County shall submit the data listed in §214(e) for each of its NPLH Assisted Units. The County shall work with each Project's property manager and Lead Service Provider to gather the data. The data may be, but is not required to be, gathered from the local Homeless Management Information System (HMIS). §214(d) The data shall be submitted in electronic format on a form provided by the Department. The County, the property manager and the Lead Service Provider shall work together to resolve any data quality concerns to the best of their ability prior to submission of the data to the Department.				Yes
Dated:				1/3/2020
Statement Completed by (please print):		Susan Holt		
Signature:				
Title:		Deputy Director		
Agency or Department:		Fresno County Department of Behavioral Health		
Agency or Department Address:		1925 E. Dakota Ave, Fresno, CA 93726		
Agency or Department Phone:		(559) 600-6899		