### NO PLACE LIKE HOME MEMORANDUM OF UNDERSTANDING

(Pacific West Communities Town of Mammoth Lakes Project)

This No Place Like Home Program Memorandum of Understanding ("MOU") is entered into on February 2 \_\_\_\_\_\_, 2021 (the "Effective Date"), between Pacific West Communities, Inc. ("Sponsor"), Mammoth Lakes Pacific Associates, a California limited partnership ("Owner"), Mono County, acting by and through its Department of Behavioral Health ("MCBH") and Buckingham Property Management ("Property Manager"). The Sponsor, Owner, Property Manager, and MCBH are each a "Party" and collectively the "Parties" to this MOU.

### RECITALS

- A. Owner intends to develop, own and operate an affordable housing development on approximately 2.5 acres of land in the Town of Mammoth Lakes, California on a portion of APN 035-010-020 (the "Development").
- B. Sponsor and Mono County (the "County") are applying for No Place Like Home ("NPLH") Program funds to help finance the Development (the "NPLH Application"). The County also intends to provide approximately \$1.8 Million to Owner in County controlled Mental Health Services Acts ("MHSA") funds, to help finance the Development (the "MHSA Loan"). The County and Owner intend to enter into loan documents provided by the County to evidence the MHSA Loan (the "MHSA Loan Documents").
- C. If awarded NPLH funds, and as a condition to the County's loan of MHSA funds to the Owner, the Owner will provide eight (8) units for NPLH Eligible Households (the "NPLH Units") consistent with the Round 3 NPLH Guidelines (issued October 23, 2020) (the "NPLH Guidelines"). The Owner will also provide a preference to MHSA-Eligible Households until five (5) additional MHSA-Eligible Households referred to the Owner by the County occupy units in the Development (the "MHSA Units"). For clarity, the MHSA Units will be in addition to the NPLH Units. "NPLH-Eligible Households" are households that meet the definition of Target Population in the NLPH Guidelines. "MHSA-Eligible Households" are households who are eligible for assistance under the Mental Health Services Act, as amended, and the County's related program and funding.
- D. This MOU is entered into by the Parties to identify certain roles and responsibilities with respect to the Development, including the operation of, tenant selection and provision of services for residents residing in the NPLH Units and MHSA Units. Attached to this MOU as <a href="Exhibit A">Exhibit A</a> is the current Supportive Services Plan for the Development (the "Supportive Services Plan"), which provides additional details with respect to the lease up and operation of the Development and the services to be provided at the Development. Exhibit A-1 is the NPLH Services Worksheet which will be submitted with the NPLH Application.

# 1. Confidentiality.

(a) <u>Disclosure of Confidential Information</u>. "Confidential Information" is personal protected health and other information that cannot be disclosed to other Parties

according to California and Federal Law without the express written permission of an individual. Neither Party will disclose or permit the disclosure of Confidential Information without the consent of the applicable NPLH-Eligible Household or MHSA- Eligible Household, unless such disclosure is authorized or required by law. If disclosure of Confidential Information is not authorized or required by law, the Party shall obtain written permission from the NPLH-Eligible Household prior to disclosing any Confidential Information. All intake documents for NPLH-Eligible Household and MHSA- Eligible Households will disclose in writing that a Party will disclose Confidential Information only when: (1) such disclosure is authorized or required by law; or (2) the applicable NPLH-Eligible Household or MHSA-Eligible Household member or members provides written permission to the disclosing party. The Parties shall cause their officers, employees, contractors and agents to handle Confidential Information with the utmost discretion and judgment.

- (b) Written Consent for Disclosure. After admission of an NPLH-Eligible Household or MHSA Eligible Household to the Development, the Parties will work in good faith to obtain permission from NPLH-Eligible Household members, receiving supportive services from MCBH, to disclose Confidential Information if such disclosure is necessary to protect an NPLH-Eligible Household or MHSA Eligible member's housing status or if such disclosure relates to a health and safety issue. An example release is provided in <a href="Exhibit B">Exhibit B</a>. The Property Manager, in collaboration with the other Parties, will make good faith efforts to renew authorizations for the release of specific information during a Tenant's annual recertification.
- (c) <u>Training Regarding Confidentiality</u>. The Parties shall cause their officers, employees, contractors and agents to handle Confidential Information with the utmost discretion and judgment. Each Party will conduct ongoing trainings and guidance for staff working on the Development related to the protection of Confidential Information pursuant to this MOU. Each Party will include confidentiality as a work performance expectation for all appropriate job classifications.
- (d) <u>HIPAA Business Associate Agreement.</u> If requested by MCBH, Owner and Property Manager will promptly execute the County's form of HIPAA Business Associate Agreement.
- (e) <u>Applicability</u>. The provisions of this Section 1 apply to each provision of this MOU and the activities contemplated by this MOU. The provisions of Section 1 also apply to the Supportive Services Plan and the activities contemplated by the Supportive Services Plan.

# 2. Marketing and Tenant Selection Process.

(a) <u>Referrals of NPLH Eligible and MHSA Eligible Tenants</u>. In coordination with the tenant referral system described in the Supportive Services Plan, MCBH will refer tenants to Owner and Owner will accept eligible tenants referred by MCBH for the NPLH Units and the MHSA Units. Tenants referred by MCBH will also be included in the Development's overall waiting list and applicant pool for the Development. Owner will or will cause Property Manager to notify MCBH in writing at least ninety (90) days prior to the date that Owner intends for any household to move into the Development at the time of initial lease up for development.

From and after the initial lease up of the NPLH Units and the MHSA Units, in the event Owner or Property Manager learns that an NPLH Unit is vacant or may become vacant or an MHSA Unit is available or may become available, Owner shall notify MCBH promptly in writing. In the event MCBH does not intend to provide referrals for some or any of the NPLH Units or MHSA Units, MCBH will notify Owner of such decision in writing and identify those NPLH Units or MHSA Units that Owner may lease, in a manner consistent with the Supportive Services Plan, without referrals from MCBH. In the event an applicant who has not been certified as NPLH Eligible Household or MHSA Eligible Household expresses an interest in an NPLH Unit or MHSA Units at the Development, Owner shall refer such applicant to MCBH for assistance in determining eligibility and possible referral for such unit. In the event a NPLH Unit becomes vacant, if requested by MCBH and consistent with NPLH Guidelines, Owner will reclassify a unit currently serving as an MHSA Unit as a NPLH Unit (thereby freeing an additional MHSA Unit). Subject to NPLH requirements, the Owner will provide a preference to households living and/or working in Mono County in renting up the NPLH and MHSA Units.

- (b) <u>Housing First</u>. The Parties will follow "Housing First" principles in the marketing, application, tenant selection, and provision of supportive services for NPLH Units and MHSA Units, consistent with the core components set forth in California Welfare and Institutions Code Section 8255(b).
- (c) <u>Reasonable Accommodation For Applicants</u>. NPLH-Eligible Households and MHSA-Eligible Households are disabled households who may be entitled to reasonable accommodations in the application and admission process. Owner shall establish and implement a procedure to respond to requests for reasonable accommodation by all applicants. Such procedure is subject to the prior review and approval of the MCBH.
- (d) <u>Certification and Application Process</u>. MCBH will determine if an applicant for a NPLH Unit is part of the Target Population (as defined in the NPLH Guidelines) and if an applicant for an MHSA Unit is eligible for services under the Mental Health Services Act. MCBH may, and Property Manager will, assist applicants in their applications for NPLH Units or MHSA Units. Property Manager will provide MCBH will all current application materials, the form of lease, and house rules in advance of initial lease up and any and all amendments or modifications to such materials during the term of this MOU.
- (e) <u>Move-In Procedures</u>. Owner and Property manager will establish reasonable move-in practices prior to lease up and shall notify MCBH in advance of such procedures as well as and any modifications to such procedures. MCBH may, and Property Manager will, assist the residents of the NPLH Units and MHSA Units in complying with the move-in process.
- (f) <u>Orientation</u>. Prior to move-in and after admission of an NPLH Eligible Household or MHSA Eligible Household, Owner and Property Manager will meet with each such household to orient the household to the Development. MCBH will be invited to and may participate in the orientation. The orientation will address expectations regarding tenancy, the availability of supportive services to assist in meeting those expectations, opportunities for social engagement at the Development, house rules and rent collection requirements. If not

already received from tenant, during the orientation meeting, Owner and Property Manager will also seek from any tenant receiving services, written permission from such tenant that will allow the Owner, Property Manager, MCBH and Tenant to communicate about tenant's housing and health and safety issues that may arise during their tenancy.

- (g) <u>Communications with MCBH</u>. Owner and Property Manager will regularly communicate with MCBH about its review of applications for the NPLH Units and MHSA Units and the move in and orientation meetings, to ensure that MCBH is able to assist each applicant for a NPLH Unit or MHSA Unit in coordinating application materials, attending any applicant interviews, and securing any needed accommodations.
- (h) <u>Spanish Translation</u>. For applicants for NPLH Units and MHSA Units who are limited English proficient with Spanish as their primary language, Owner and Property Manager will make available representatives who speak Spanish and Spanish translated application and orientation documents.

# 3. Ongoing Tenancy and Operations.

- (a) <u>Services</u>. MCBH will provide services to the residents of the NPLH Units and the MHSA Units as more specifically set forth in the Supportive Services Plan, as it may be updated from time to time by the parties upon the request of MCBH. All services provided to the NPLH Units shall be provided consistent with the NPLH Guidelines. Owner and Property Manager will also comply with and perform their respective obligations as outlined in the Supportive Services Plan.
- (b) Owner Coordination. Owner will respond to complaints and concerns relating to the Development, from the Parties, NPLH-Eligible Households and MHSA-Eligible Households. Owner will answer tenant questions and concerns about implementation of Development policies and procedures. Owner will oversee the management of the Development and the strategy for effective communication and responsiveness to tenants. Owner will ensure that all on site property management staff are trained on when to contact MCBH and how to communicate information about emergencies to the Parties. Owner will also ensure that all property management staff are trained in supportive housing principles in a training identified by and paid for by MCBH.
- (c) <u>Housing First</u>. The Parties will follow "Housing First" principles in the operation of the NPLH Units and MHSA Units, consistent with the core components set forth in California Welfare and Institutions Code Section 8255(b).
- (d) <u>Reasonable Accommodation</u>. Owner shall establish and implement a procedure to respond to requests for reasonable accommodation by all tenants. Such procedure is subject to the prior written approval of MCBH and shall require a provision in each tenant lease or other written communications from Owner or its property manager that such tenant may be entitled to a reasonable accommodation. MCBH and Owner will communicate to help identify reasonable accommodation options.

- (e) <u>Tenancy Documents; Modification to Documents and Development</u>. The Owner will provide copies of the security and disaster plan, house rules, management procedures and policies, and the form of lease (collectively, the "Operational Documents") to MCHB prior to initial lease up. Owner will promptly notify MCBH of any changes to the Operational Documents or other changes in the Development (including any loss of funding that could impact the operations of the Development) and provide copies of such modifications and updates to MCBH thirty (30) days prior to implementing such updates or modifications.
- (f) <u>Communication among Parties</u>. All Parties will use diligent efforts to communicate with each other and to ensure mutual accountability in carrying out each of the separate roles and functions of each Party under this MOU and the Supportive Services Plan. The Parties will create sufficient opportunities for MCBH, Owner and Property Manager to share information and problem-solve and to support community building among tenants. Property Manager will make good faith efforts to respond to MCBH requests within twenty-four (24) hours following the request, and in no event later than seventy-two (72) hours following the request.
- (g) Event Specific Communication. To promote the health and well-being of individual tenants and to prevent evictions, Owner and Property Manager will promptly notify MCBH should an event putting an NPLH or MHSA tenant's health, safety, or housing are at risk. In the event of an emergency where an NPLH-Eligible Household or MHSA-Eligible Household is a danger to him or herself or to others (5150 situation), Owner or Property Manager will contact the police and notify MCBH. Owner and Property Manager will also copy MCBH on all warning letters and all notices sent to an NPLH-Eligible Household or MHSA-Eligible household. Warning letters and notices will contain an appropriate referral for services sheet that outlines service resources (with contact information) available to the tenant. MCBH may assist the NPLH-Eligible Household or MHSA-Eligible Household in curing or resolving any lease violation. Within 72 hours of a warning letter, Property Manager and MCBH will meet with the applicable household (subject to the consent of the household). The Parties agree to work together to find resolutions that avoid eviction of NPLH-Eligible and MHSA-Eligible Tenants whenever possible. If an eviction is imminent, Owner will communicate with MCBH regarding the process of notices, responses and court dates, and if eviction is successful, regarding the lockout date.
- (h) <u>Tenant Meetings</u>. Owner will make good faith efforts to provide not less than twenty-four (24) hours' notice by phone to MCBH if Owner intends to meet with an NPLH-Eligible MHSA- Eligible Household to discuss the Household's housing situation or to process any requests or applications or any lease violations. Owner and Property Manager will attend tenant-specific meetings (if requested by MCBH) in effort to assist tenants with maintaining their housing and to work cooperatively with tenants to meet their needs. Tenant meetings will be held on weekdays during regular business hours, except during an emergency or if the applicable tenant household is not available (in which event, weekday evening meeting times will be prioritized and weekend meetings avoided to the greatest extent practicable).

- (i) <u>Quarterly Meetings</u>. Owner, Property Manager and MCBH will meet quarterly or more frequently if requested by a Party. Among other matters, the Parties will discuss the items listed in the Meeting Worksheet attached as <u>Exhibit C</u>.
- (j) <u>Spanish Translation</u>. For NPLH-Eligible Households and MHSA-Eligible Households who are limited English proficient with Spanish as a primary language, Owner will have Spanish speaking representatives available and make Operational Documents and other notices available in Spanish. Property Manager will hire Spanish speaking staff for the resident manager and for other on-site positions.
- (k) <u>Record Keeping</u>. Owner and Property Manager maintain records on all applicants and tenants for NPLH Units and MHSA Units and will make such records and other information pertaining to such units available to MCBH upon request.

## 4. Miscellaneous.

- (a) <u>Term</u>. This MOU shall commence on the date first set forth above and shall terminate on the date that is twenty (20) years following the date of the Development's certificate of occupancy. In the event the Owner and County are not are not awarded NPLH funds by July 1, 2021 or if the Owner and County do not execute the MHSA Loan Agreement on or before October 1, 2021, this MOU will automatically terminate. Notwithstanding the provisions of this Section, this MOU will terminate if the Sponsor and the Town of Mammoth Lakes have not entered into a purchase option agreement or other form of site control in a form acceptable to the County related to the Development by February 10, 2021.
- (b) <u>Indemnity</u>. Owner and Sponsor shall indemnify, defend with counsel acceptable to County and hold MCBH, the County and their respective board members, supervisors, directors, officers, employees, agents, successors and assigns (collectively, the "Indemnified Parties") harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against the Indemnified Parties and expenses (including reasonable attorneys' fees) (collectively, the "Claims") which arise out of or in connection with this MOU and the Development, including, but not limited to, Claims arising from or relating to the NPLH Application, any NPLH Standard Agreement and related loan documents, the Supportive Services Plan, the purchase of the property for the Development and the development, construction, marketing and operation of the Development. Notwithstanding the forgoing, Owner and Sponsor will not be obligated to indemnify an Indemnified Party due to such Indemnified Party's gross negligence or willful misconduct. This obligation to indemnify survives termination of this MOU.
- (c) <u>Insurance</u>. Owner and Property Manager will provide insurance in the amount and types set forth in Exhibit D.
- (d) <u>Dispute Resolution</u>. In the event of any controversy or dispute related to or arising out of this MOU, a Party shall notify the other Parties in writing. Within fifteen (15) days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not

resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will meet and confer at least three (3) additional meetings within a forty-five (45) day period for a minimum of one (1) hour at each meeting prior to taking any additional action against any Party.

- (e) <u>Nondiscrimination</u>. The Parties agree that there shall be no unlawful discrimination by any Party of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of the Development.
- (f) <u>Severability</u>. In the event any provision of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of the remainder of this MOU.
- (g) <u>Amendments</u>. This MOU may be amended only in writing and authorized by the designated representatives of the Parties. This MOU may be changed from time to time by the Parties in writing, and will be jointly reviewed no less than annually and modified if mutually agreed to by the Parties or if MCBH requires modifications in order to facilitate its provision of services. If the Development property manager is terminated, the property manager will be removed from this MOU and the Parties will further amend this MOU to reflect the new property manager. Modifications, amendments and changes to this MOU may be agreed to and executed by the Director of MCBH, provided that any such modifications, amendments and changes are consistent with the County Board of Supervisor's minute order dated 2/2/21 and approved by County Counsel.
- (h) <u>Notice</u>. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally to the principal office of the Parties as follows:

MCBH: Robin K. Roberts

Mono County Behavioral Health

PO Box 2619

Mammoth Lakes, CA 93546

With a Copy to: Mono County Counsel

PO Box 2415

Mammoth Lakes, CA 93546

Owner: Caleb Roope

Mammoth Pacific Associates, a CA LP

430 E. State Street, Ste. 100

Eagle, ID 83616 (208) 461-0022

calebr@tpchousing.com

Property Manager: Rosemary Lynch

Buckingham Property Management 601 Pollasky Avenue, Suite 201

Clovis, CA 93612 (559) 452-8250

rlynch@buckinghampm.com

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

- (i) <u>Multiple Originals</u>. Counterpart. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart.
- (j) <u>Attorneys' Fees</u>. If any lawsuit is commenced to enforce any of the terms of this MOU, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.
- (k) <u>No Third Party Beneficiaries Other than the County</u>. There shall be no third party beneficiaries to this MOU except for the County.
- (l) <u>Non-Liability of County Officials, Employees and Agents</u>. No member, official, employee or agent of MCBH or County shall be personally liable to Owner or Property Manager.

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WHEREAS, this MOU has been entered into by the Parties as of the date first above written.

MONO COUNTY BEHAVIORAL HEALTH	
By: Robin K. Roberts, Director	2-2-202( Date
BUCKINGHAM PROPERTY MANAGEMENT	
By:Rosemary Lynch, President	01/29/2021 Date
PACIFIC WEST COMMUNITIES, INC.	
By: Caleb Roope, President and CEO	\ -30-202\\ Date
Sales Roops, Frestaint and Olio	Date
MAMMOTH LAKES PACIFIC ASSOCIATES, A California limited partnership	CALIFORNIA LIMITED PARTNERSHIP
By: TPC Holdings IX, LLC, an Idaho limited liability company, its ad-	ministrative general partner
By: Pacific West Communities, Inc., an Idaho corporation, its manager	
By: Caleb Roope, its President	& CEO
ATTEST	APPROVED AS TO FORM
Queenie Barnard (Feb 2, 2021 14:06 PST)  Clerk	Office of Mono County Counsel
APPROVED BY RISK MANAGEMENT	
Risk Manager Tag Strane	

# EXHIBIT A

# **Supportive Services Plan**





# Supportive Services Plan

The Parcel - Phase I

An Affordable & Permanent Supportive Housing Project

Mammoth Lakes, California

Supportive Service Provider: Mono County Behavioral Health ("MCBH")

<u>Developer/Sponsor:</u> Pacific West Communities, Inc. ("Pacific")

Owner: Mammoth Lakes Pacific Associates, a California Limited Partnership

Property Manager: Buckingham Property Management

### Overview

Pacific West Communities (Pacific) will serve as the developer of this project, including applying for and overseeing all necessary financing applications and financial commitments. As a partner on this project, Mono County Behavioral Health (MCBH) will be the sole behavioral health service provider for the behavioral health-related services listed below for The Parcel – Phase I, an affordable housing project with some permanent supportive housing units in the Town of Mammoth Lakes. Services will be accessed by some of Mono County's most vulnerable citizens - those experiencing mental health conditions and homelessness or housing instability.

This development will provide eight (8) units funded through non-competitive No Place Like Home ("NPLH") funds and funds from the Mental Health Services Act (MHSA) (the "NPLH Units"). The NPLH Units will be reserved for NPLH eligible households and will be available for proactive, no-cost, on-site, case management and services as described in this Plan. The development will also provide a preference in housing MHSA-eligible households for five (5)

additional units (the "MHSA Units"). Similar to other Housing First oriented projects, this permanent supportive housing development is a place where residents' lives can be enhanced and stabilized in a safe permanent supportive housing environment which allows other vital areas of their wellbeing such as health, life skills, and job training to be addressed.

MCBH will provide supportive services for the NPLH Units with the target populations of persons with serious mental illnesses who are also Chronically Homeless, Homeless, or At-risk of Chronic Homelessness. MCBH will also provide supportive services for the MHSA Units that are occupied by MHSA-eligible households referred by the County to the Development.

MCBH will provide services for a term of no less than 20 years. All supportive services offered to the persons living in the NPLH units and MHSA Units will be offered at the housing site on a regular and ongoing basis. All services will utilize harm reduction principles and a Housing First philosophy by recognizing that a homeless person must first be able to access a decent, safe place to live that does not limit their length of stay (permanent housing) before stabilizing, improving health, reducing harmful behaviors, or increasing income.

All services and/or classes provided to the residents of the NPLH units and MHSA Units, will be provided at no charge.

The Developer and Property Manager shall provide to MCBH accommodations to provide onsite services, including a sound-proof office space with furniture, supplies, and equipment in which a provider can comfortably serve a family of four. The Developer and Property Manager will also allow the County to use the community room for individual meetings, group meeting and classes

The quantity of services MCBH shall provide are as follows, provided that the quantity may be updated from time to time as deemed reasonable by MCBH and any such update will be made consistent with applicable NPLH guidelines:

Therapy – 520 hours per year

Case Management – 1,040 hours per year

Substance Use Disorder Counseling – 520 hours per year

Psychiatry Services – 208 hours per year

Program Manager – 208 hours per year

Services are determined based upon the assessment of the specific resident needs for the NPLH units and MHSA Units.

The responsibilities conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by MCBH to Pacific West Communities, Inc, the project owner or their officers, members, partners agents and employees (collectively, the "Owner Entities"). MCBH will also not be paid for the services described above by the Owner Entities.

## **Elements**:

# Part I - Target Population Narrative, Including Eligibility Criteria:

Adults, older adults, and transitional aged youth (18+) with mental illness who are homeless, at risk of homelessness, and unstably housed are the target populations to be served in the NPLH Housing supportive units. This project will also serve families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder or families in which an adult family member is diagnosed with a serious mental illness. The project will also accommodate transition age youth. Many of these individuals experience co-occurring disorders (mental health and substance use issues) and their low-income levels prevent them from finding affordable housing. The stability of affordable, permanent housing, in conjunction with comprehensive support services, will give these individuals an opportunity to be more active, productive members of the community. The program will target persons making 30% of the county area median income (AMI) or less for the NPLH Units. All NPLH Units will be limited to households meeting the definition of the "Target Population" under the Round 3 NLPH Guidelines (2020). The MHSA Units will serve households who are eligible for services under the Mental Health Services Act, who are at or below 60% AMI.

Eligibility criteria that will be used includes: Adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness. These individuals may also have (and will not be precluded because of) a history of substance use disorders, incarceration, in-patient hospitalizations and/or crisis contacts and who are, or recently have been precariously housed, homeless, or at risk of homelessness. 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."

Although neither an exhaustive list nor a pre-requisite for NPLH housing or MHSA housing, preference may include the following: (1) adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness; (2) Individuals who meet criteria for and be eligible for or enrolled in Mono County Behavioral Health's (MCBH) Full Service Partnership (FSP) program; (3) adult consumers and families with a minor child or another family member eligible for/enrolled in a Mental Health Services Act (MHSA) Community Support and Services (CSS) Program; (4) adult consumers and

families who are enrolled in MCBH mental health services and not enrolled in an MHSA Program.

One venue for referring applicants will be through the Coordinated Entry System (CES), which is being implemented by the Continuum of Care (COC). The local CES uses the VI-SPDAT to determine vulnerability and service prioritization. Individuals assessed on the VI-SPDAT who have high vulnerability and live in Mono County are referred to Mono County Behavioral Health to determine eligibility for specialty mental health services. Once this is verified, individuals are eligible for application. Any alternate system that is developed in addition to the launch of the local CES will be approved by the COC. Subject to NPLH Guidelines, the project will give a preference to households who live or work in Mono County. The local CES will be operated by IMACA (Inyo Mono Advocates for Community Action). The primary staff members' names are Larry Emerson and April Powell, both of whom may be contacted at 760-873-8182.

# <u>Part II - Tenant Outreach, Engagement and Retention Strategies, Marketing, Application and Screening Standards Process, Fair Housing Practices and Reasonable Accommodation:</u>

Only applications meeting the eligibility criteria described in previous section will be screened. MCBH will assess clientele for behavioral health needs and when applicable, staff will have the opportunity to assist clientele in completing the housing application. Once the application is complete, MCBH will assess the applicant for homelessness and at-risk of homelessness and apply the following prioritization: 1) approved for placement if housing is available; 2) approved but based on availability the applicant may be placed on a waiting list; or 3) rejected and the applicant will be informed of his/her appeal rights.

The Property Manager will provide information on application process, in addition to explaining the application process. Housing retention skills will be taught by case managers and behavioral health services coordinators. Fair Housing Practices and Reasonable Accommodation will be adhered to by MCBH, Owner and the Property Manager.

All new tenants will go through an orientation process and receive informing materials regarding "housing rules and expectations, to include how to be good neighbors." Additionally, tenants will be informed at the time of residency of supportive services that will be made available to them in addition to the services they are receiving through their treatment plan. While a tenant's participation in services is not a condition of occupancy in the NPLH Housing, tenants will be encouraged to take part in activities that are considered essential in helping them attain their personal goals.

MCBH staff will provide outreach services, to engage tenants who might decline to participate in the services program. MCBH will use case management workers to develop relationships and engage non-participating tenants in supportive services. Additionally, community meetings for NPLH Housing tenants will be held to allow the tenants to provide input into the type of supportive services being offered. Please see the supportive services worksheet for further detail and timelines on outreach, engagement, and retention strategies.

# Part III - Services Listed by Provider:

Depending on the nature of the service, and subject to adjustments made by the County (provided that any adjustments relating to the NPLH units will be subject to the NPLH Guidelines, services it will be offered Monday - Friday, 8 A.M. to 5 P.M., offsite with at least 16 hours of services onsite in MCBH's supportive services space each week.

- Mental Health Therapy Onsite 0.25 FTE: MCBH staff
- Case Management & Peer Support Activities Onsite .5 FTE: MCBH staff (referrals for medical, dental, etc. will be to a partner agency such as Mammoth Hospital)
- Substance Use Disorder Counseling Onsite .50 FTE: MCBH staff
- Psychiatry Services Onsite .1 FTE: Provided via telemedicine by North American Mental Health Services (NAMHS), overseen by MCBH staff

### Services to be Provided by MCBH:

1. Mental Health Therapy – Onsite 0.25 FTE (520 hours per year)

An onsite Mental Health Therapist (Psychiatric Specialist) will provide mental health care, including assessments, crisis counseling, individual and group therapy and assist in overseeing peer support groups. Therapist will make referrals to psychiatry services and substance use disorder counseling on an as needed basis. This position will also work with individual facing co-occurring mental and physical disabilities and co-occurring mental and substance use disorders.

2. Case Management & Peer Support Activities – Onsite .5 FTE (1,040 hours per year)

An onsite Case Manager or Behavioral Health Services Coordinator will provide case management and support in linking to physical health care, including access to routine and preventative health and dental care, medication management, and wellness services.

This position will also provide case management and benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal and counseling in other appropriate areas of living. Additionally, this position will provide basic housing retention skills, including assisting with daily living needs, such as unit maintenance and upkeep, cooking, laundry, and money management.

Finally, it is important to note that while MCBH does not presently have any peer support specialist positions, the department is hoping to hire at least one within the next 18 months. That said, half of the department's Case Managers and Behavioral Health Services Coordinators have lived experience and offer support and host wellness activities as peers. These wellness activities include recreational and social activities. Therefore, this position also fulfills MCBH's requirement to provide peer support activities.

3. Substance Use Disorder Counseling – Onsite .50 FTE (1,040 hours per year)

On-site Substance Use Disorder (SUD) counselor will provide case management and SUD counseling, including treatment and relapse prevention. Peer support groups will also be available offsite and accessible through free, local bus system.

4. Psychiatry Services – Onsite .1 FTE (508 hours per year)

On-site access to MCBH psychiatry services will provide medication management and treatment plan support. Please note that at this time all psychiatry services at MCBH are operated virtually/via telemedicine.

5. Program Manager – Offsite .1 FTE (508 hours per year)

Program Manager will be responsible for ensuring trainings are scheduled, data is collected, and other elements of this supportive services plan are implemented.

Each of these positions will serve all members of the target population, including individuals of all ages with SMI/SED. Services will be provided at no cost to the individual. When the onsite office is not staffed, clients may use free, local transportation (as discussed later in this plan) to receive services at MCBH's main office at the Mono County Civic Center located at 1290 Tavern Road, Mammoth Lakes, CA 93546.

# **Additional Services MCBH May Provide:**

1. Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders:

Tenants in need of co-occurring mental health and substance use care will receive coordinated services from the on-site therapist and substance use counselor, as well as psychiatry services if needed. Individuals with co-occurring mental and physical health disabilities will receive those services listed above along with brokerage, referral, support and transportation to physical health appointments.

#### 2. Recreational and Social Activities

Tenants may receive recreational and social activities on-site through intermittent planned activities, or they may access additional recreational activities at MCBH's Sierra Wellness Center, approximately .55 miles away.

# 3. Educational Services

Educational services are provided through the Mono County Office of Education Adult Education Program at the Mono County Free Library in Mammoth Lakes.

# 4. Employment Services

Employment services are provided through the Mono County Department of Social Services at the Mono County Civic Center in Mammoth Lakes (.45 miles away)

5. Obtaining Access to Other Needed Services, such as Civil Legal Services or access to food & clothing

The behavioral health services coordinators and/or case manager will aid tenants in obtaining other needed services.

Target population residents willing to engage in supportive services programming will receive adult education, health and wellness and/or skill building classes, either on-site or off-site. Transportation to offsite services will be available through the free, local bus service and can be arranged or provided to residents on an as-needed basis by the case manager or behavioral health services coordinator.

### Part IV - Transportation: Walking Distance to Bus

For services provided offsite, the Town of Mammoth Lakes has planned to place a new bus stop right outside this complex, meaning that residents will have less than a .1 mile walk to the bus stop. Services offered offsite by MCBH are located at the Mono County Civic Center (1290 Tavern Road, Mammoth Lakes) or at the Sierra Wellness Center (181 Sierra Manor Road #4, Mammoth Lakes). The Civic Center has a bus stop at the nearest cross street (less than .1 miles away) at the corner of Tavern Road and Sierra Park Road. The Sierra Wellness Center also has a bus stop at the nearest cross street (less than .1 miles away) at the corner of Sierra Manor Road and Sierra Nevada Road. Additionally, the Mono County Civic Center is approximately .45 miles away from the planned development. The bus system in Mammoth Lakes is free and buses typically run approximately every 30 minutes.

# Part V - Culturally and Linguistically Competent:

In accordance with MCBH's Cultural and Linguistic Competency Plan, MCBH employs several bicultural and bilingual (Spanish) providers who serve as therapists, case managers, and behavioral health services coordinators for non-English speaking consumers. Additionally, all of MCBH's front office staff are bilingual. Clients are asked upon intake for their preferred language and are matched with a provider who speaks their preferred language. Like all MCBH staff, staff assigned to this project will have received cultural competence training, which will allow them to provide services in a manner that is culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. Mono County has one threshold language (Spanish) and MCBH prioritizes pairing Spanish speaking clients with bilingual Spanish speakers. Where needed, individuals may use

the language line/communication barriers will be resolved through current existing protocols for accessing interpreters and providing linguistically competent services.

In order to ensure effective communication between MCBH and the Property Manager, the Program Manager will schedule quarterly meetings (or more often as needed), to discuss new applicants and any concerns regarding current tenants. Owner will attend such meetings if requested by MCBH. MCBH, Owner, and Property Manager will work as a unified team to help tenants reach their goals. Cases will be reviewed to ensure that the individual's care plan includes all needed support services that will enable the individual to successfully maintain their housing. Harm reduction principles will be applied and staff will understand these principles as a path by which tenants seek healthier alternatives to problematic behaviors without the need to enforce punishment for non-abstinence. When appropriate, tenant will be invited to attend a "problem resolution conference" with MCBH and Property Manager to prevent eviction.

Finally, Property Manager, County and Owner staff will receive training on communication barriers related to sensory disabilities; communication protocols between the service providers, the Property Manager, and tenants will be developed once staff have received the trainings outlined in Section 2: Service Delivery of MCBH's Supportive Services Plan Worksheet. All of MCBH's services accommodate trauma-based barriers to services; this will continue to be the case with this housing project.

<u>Part VI – Budget</u> The budget below will be updated from time to time by MCBH, provided that any such update shall be consistent with the Round 3 NPLH Guidelines (2020).

Based on FY 20/21 Salary Informatio			
	FTE	Salary and Benefits	Contribution Type
Psychiatric Specialist	.25	\$15,535.50	In-Kind
Case Manager/BH Services Coordinator	.5	\$31,071.00	In-Kind
Substance Use Disorder Counselor	.25	\$15,535.50	In-Kind
Psychiatry Services	.1	\$56,160.00	In-Kind
Program Manager	.1	\$8,357.40	In-Kind
Fringe Benefits		\$42,299.64	In-Kind
Total Staff E	xpenses	\$168,959.04	In-Kind
Tenant Transportation		\$500.00	In-Kind
Equipment		\$1,500.00	In-Kind
Supplies		\$1,500.00	In-Kind
Travel		\$1,500.00	In-Kind
Training		\$2,500.00	In-Kind
Total E	xpenses	\$176,459.04	In-Kind

# <u>Part VII - Collaboration of Supportive Services and Property Management Staff, Eviction Prevention Protocols:</u>

The project is committed to requirements of Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Fair Housing Amendments of 1988, and legislation which may subsequently be enacted protecting the individual rights of residents, applicants, or staff. Prior to any final decision regarding occupancy being made, the Property Manager and client's case manager or behavioral health services coordinator will meet with the applicant to describe the housing available, discuss expectations of residents, and review the lease agreement and house rules. At this time the applicant's need for reasonable accommodation will be assessed and documented.

MCBH staff may provide the Property Manager completed applications, along with a signed release of information by the candidates for consideration of placement (subject to approval by the applicant). A staff meeting between the Property Manager and tenant will occur prior to occupancy to discuss and plan for identified supportive services and housing needs, and an MCBH representative may attend such meeting. At such meeting, the Property Manager will also provide an orientation of house rules, orientation and the availability of services described in this Plan.

Onsite MCBH staff will be able to assist in addressing immediate matters. Each tenant will have an assigned clinician and case manager who will meet with the tenant on an as needed basis to provide identified and individualized services. MCBH, Buckingham Property Management, and Pacific West Communities, Inc. have entered into a memorandum of understanding (MOU) that identifies Pacific West Communities, Inc. as the developer, MCBH as being the supportive service provider, and Buckingham as the property manager and specifies the roles of each entity for the MHSA housing project. As mentioned above, MCBH and the Property Manager will meet as needed (and at least quarterly) to discuss new applicants and current tenants for NPLH Units or MHSA Units. Any housing or tenant problems will be resolved jointly at these team meetings.

It is the policy of MCBH for engagement to begin with an orientation to services. During the orientation period, mental health providers describe available services and create a welcoming and supportive environment which forms the basis of the therapeutic relationship. Service providers will engage residents of NPLH Housing through the provision of consistent, pro-active contacts. Participation in services is encouraged but is not a condition to maintain residency in NPLH Housing. Furthermore, all MCBH and property management staff will receive training in harm reduction principles and the Program Manager will ensure that the project is in compliance with these principles.

For residents who are enrolled in an MHSA or other mental health program but who are not enrolled in a Full Service Partnership (FSP), services include pro-active and regular contacts with onsite MCBH staff to ensure that housing is maintained, and pro-active regular contacts with the Property Manager to ensure that the tenant-landlord relationship is going well. Additional services provided are tailored to the needs of the resident.

# Part VIII - Communication Protocols:

MCBH and the Property Manager will meet at least quarterly or as needed to discuss clients and client progress, review issues and discuss on-going challenges as a proactive strategy to remain supportive to our clients and their success in MHSA housing. Owner will attend such meetings when requested by MCBH. MCBH, Owner, and Property Manager will work as a unified team to help tenants reach their goals. Cases will be reviewed to ensure that the individual's care plan includes all needed support services that will enable the individual to successfully maintain their housing. Harm reduction principles will be applied and staff will understand these principles as a path by which tenants seek healthier alternatives to problematic behaviors without the need to enforce punishment for non-abstinence. When appropriate, tenant will be invited to attend a "problem resolution conference" with MCBH and property management staff to prevent eviction. All communication will be subject to applicable confidentiality laws and obligations and the parties will work in good faith to obtain consents from tenants to allow communication between the County and Owner/Property Manager.

# Part IX - Project Physical Design NPLH Integration:

This permanent housing project is being designed to allow for full integration of its tenants. There is communal space for cooking, classes, and other wellness-oriented activities. Additionally, MCBH will have access to an onsite supportive services office which will be large enough to serve a family of four and the project's community room. These communal spaces will be designed to create a warm and welcoming environment that will promote tenant engagement and enhance onsite supportive services. All furnishings, equipment, and fixtures chosen will be considered for their sustainability.

In terms of safety and security, the building and site will be oriented to provide limited and controlled ingress and egress, but still maintain a residential setting. Security cameras will be installed, as well as sufficient exterior and interior lighting. Local emergency contacts will be prominently posted in the Supportive Services office space as well as in the resident hallways. Policies regarding fire/safety drills will identify disaster evacuation location and routes. Fire drills are to be conducted semi-annually.

# Part X – Other Information Needed to Evaluate Supportive Services:

MCBH, the Owner, and the Property Manager will ensure that this plan is reviewed and updated once the project has received all funding necessary and the developer receives all approvals necessary to begin construction. At that time, the Program Manager will create a work plan for all elements of this supportive services plan. Additionally, MCBH and the Property Manager will track the length of stay of all individuals in NPLH units and track outcomes for those engaged in services. Please also see the relevant Memorandum of Understanding between Mono County Behavioral Health and Pacific West Communities, Inc., as well as the Supportive Services Plan Worksheet.

IN WITNESS WHEREOF, the parties have executed this Supportive Services Plan as of the dates of their signatures.

MONO COUNTY BEHAVIORAL HEALTH	
By:Robin K. Roberts, Director	2-2-2021 Date
BUCKINGHAM PROPERTY MANAGEMENT	
By: Rynch	Feb 2, 2021
Rosemary Lynch, President	Date
PACIFIC WEST COMMUNITIES, INC.	
By: Caleb Roope (Feb 2/ 2021 15:04 MST)	Feb 2, 2021
Caleb Roope, President and CEO	Date
MAMMOTH LAKE PACIFIC ASSOCIATES, a California	a limited partnership
By: TPC Holdings IX, LLC, an Idaho limited liability of the control of the contro	•
By: Pacific West Communities, Inc., an I Its: Manager  Caleb Roope  By: Caleb Roope (Feb 2, 2021 15:04 MST)	daho corporation
Caleb Roope, its President & CEO	

# Exhibit A-1

# **NPLH Worksheet**

·	Supportive Services Plan (SSP) §203	Rev. 10/23/2
tructions: All I	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 e	nsure that
	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.	Part VII. Property Management Plans, Tenant Selection, and Reporting	
	Section 1: Property Management Plans and Tenant Selection	
	Section 2: Reporting Requirements Certification	
	Part I Tonant 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.

Eligibility criteria that will be used includes: Adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness. The project will also accommodate transition age youth. These individuals may also have a history of substance use disorders, incarceration, in-patient hospitalizations and/or crisis contacts and who are, or recently have been precariously housed, homeless, or at risk of homelessness. The program will target individuals who make 30% of the county area median income (AMI) or less.

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.

Adults, older adults, and transitional aged youth (18+) with mental illness who are homeless, at risk of homelessness, and unstably housed are the target populations to be served in the NPLH Housing supportive units. This project will also serve families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder or families in which an adult family member is diagnosed with a serious mental illness. The project will also accommodate transition age youth. Many of these individuals experience co-occurring disorders (mental health and substance use issues) and their low-income levels prevent them from finding affordable housing. The stability of affordable, permanent housing, in conjunction with comprehensive support services, will give these individuals an opportunity to be more active, productive members of the community. This description is intended to be

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.

This program will target persons making 30% of the county area median income or less. They may also include persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders. This description is intended to be consistent with and not limit the Target Population that is eligible to reside in NPLH units under the NPLH Guidelines.

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.

None

f. Identify all disclosures that will be provided to applicants/tenants. Example: Megan's Law disclosures.

Disclosures include Violence Against Women Act, Americans with Disabilities Act, Criminal Background/State Lifetime Offender Registration, Mono County Behavioral Health welcome packet and patients' rights information, and where applicable Section 8 Grievance Procedures and Section 8 PBV Tenancy Addendum.

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- 2. Marketing/Outreach: The following addresses use of the Coordinated Entry System for all NPLH referrals or an alternate comparable system for those At Risk of Chronic Homelessness. Note that use of standard waiting lists is prohibited, in that both of these systems must prioritize referrals based on highest acuity needs, rather than first-come first served.
- a. Describe how the local CES will be used to fill NPLH-assisted units based on the use of a standardized assessment tool which prioritizes those with the highest need for PSH and the most barriers to housing retention. Include the CES agency's name, primary staff person's name, and contact information. If the local CES is not yet operational, describe the plan to use it when it is established.

One venue for referring applicants will be through the Coordinated Entry System (CES), which is being implemented by the Continuum of Care (COC). The local CES uses the VI-SPDAT to determine vulnerability and service prioritization. Individuals assessed on the VI-SPDAT who have high vulnerability and live in Mono County are referred to Mono County Behavioral Health to determine eligibility for specialty mental health services. Once this is verified, individuals are eligible for application. Any alternate system that is developed in addition to the launch of the local CES will be approved by the COC. Subject to NPLH Guidelines, the project will give a preference to households who live or work in Mono County. The local CES will be operated by IMACA (Inyo Mono Advocates for Community Action). The primary staff members' names are Larry Emerson and April Powell, both of whom may be contacted at 760-873-8182.

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).

Not applicable

#### 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

Describe the criteria that will be used to ensure that applicants are eligible to occupy the NPLH Assisted Units. How will credit, rental, criminal history, and substance use be used to determine eligibility for NPLH Assisted Units?

Eligibility criteria that will be used includes: Adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness. This project will also accommodate transition age youth. These individuals may also have (and will not be precluded because of) a history of substance use disorders, incarceration, in-patient hospitalizations and/or crisis contacts and who are, or recently have been precariously housed, homeless, or at risk of homelessness. 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."

Describe any known conflicts and/or the mitigation strategy for when Public Housing Authority (PHA) requirements conflict with Housing First practices, as applicable.

No known conflicts at this time, as this project is not currently planning to use any project based vouchers.

If your tenants may include minor children and/or adult dependents of NPLH Tenants, describe any additional criteria that will be used to ensure applicants are eligible to occupy the NPLH Assisted Units.

Total household income must meet the requirements of the project and the household must meet the definition of the Target Population.

Describe the criteria relating to the applicant's NPLH status, income eligibility, Homelessness status (Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness), and disability.

Eligibility criteria that will be used includes: Adults age 18 and older diagnosed with serious mental illness, families with a minor child under the age of 18 diagnosed with a serious mental illness/severe emotional disorder, or an adult family member diagnosed with a serious mental illness. These individuals may also have a history of substance use disorders, incarceration in-patient hospitalizations and/or crisis contacts and who are, or recently have been precariously housed, homeless, or at risk of homelessness. The project will target individuals who makes 30% of the county area median income or less. All households will meet the definition of the Target Population.

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.

Not applicable

List the tenant disclosures you provide to applicants/tenants. Example: Megan's Law disclosures.

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Disclosures include Violence Against Women Act, Americans with Disabilities, Criminal Background/State Lifetime Offender Registration, Mono County Behavioral Health welcome packet and patients' rights information, and where applicable Section 8 Grievance Procedures and Section 8 PBV Tenancy Addendum

How you will use the local Coordinated Entry System for selecting tenants? If the local Coordinated Entry System is not yet operational, describe your plan to use it for tenant selection when it is established. In your response, include the name and contact information for your system contact person

One venue for referring applicants will be through the Coordinated Entry System (CES), which is being implemented by the Continuum of Care (COC). The local CES uses the VI-SPDAT to determine vulnerability and service prioritization. Individuals assessed on the VI-SPDAT who have high vulnerability and live in Mono County are referred to Mono County Behavioral Health to determine eligibility for specialty mental health services. Once this is verified, individuals are eligible for application. Any alternate system that is developed in addition to the launch of the local CES will be approved by the COC. Subject to NPLH Guidelines, the project will give a preference to households who live or work in Mono County. The local CES will be operated by IMACA (Inyo Mono Advocates for Community Action). The primary staff members' names are Larry Emerson and April Powell, both of whom may be contacted at 760-873-8182

Describe the criteria that will be used to ensure families will remain housed in the event that the qualifying NPLH Tenant should exit the unit. Address any conflicts with federal regulations or policies that could result in the family's removal and detail how this conflict will be mitigated

Should a qualifying NPLH Tenant exit the unit, MCBH will work with the Property Manager and the Owner to reclassify the unit if the qualifying tenant's exit is permanent or help the house

#### 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: Mono County (Mono County Behavioral Health)

Relationship to Applicant: Memorandum of Understanding

How long has the County/LSP been providing services to homeless:

25+ Years Λ

How many Projects have the Applicant and LSP completed together? (Provide list of completed Projects when submitting)

Only this one

Months

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

Describe how services will be coordinated

Mono County Behavioral Health (MCBH) will be the only agency providing comprehensive case management services to residents.

**Agency Name** 

Populations the Agency will serve

Describe how services will be coordinated

N/A

N/A

Agency	Name

Populations the Agency will serve

N/A

Describe how services will be coordinated

N/A

#### 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. 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

An on-site case manager and mental health therapist will aid individuals in acquiring, maintaining and managing benefits to which they are entitled, including assistance in accessing SSI/SSP and enrolling in Medi-Cal, as well as counseling in other appropriate areas of living. Staff are currently trained by Mono County Department of Social Services in providing these services and will receive ongoing training. Additionally, staff provide these services to chronically mentally ill clients in our service system.

Critical Time Intervention: Staff trained prior to lease up?

Currently, no staff are trained in this practice. With approved funding, staff will be trained in the CTI model, which will aid clients in their transitions from hospital care and other facilities to ensure mental and physical health stability with placement at the proposed facility. Training will occur upon approval or receipt of funds and prior to placement of clients. Property Manager may be asked to receive this training.

Trauma-Informed Care: Staff trained prior to lease up?

Yes

Currently several staff members are trained in Trauma Informed Care through local organizations such as the Mono County Office of Education. On-site staff members will receive training in Trauma Informed Care prior to placement of clients and will receive ongoing training in this area.

Motivational Interviewing: Staff trained prior to lease up?

Many MCBH staff members are trained in motivational interviewing. Staff assigned to the proposed housing facility will receive this training upon approval or receipt of funding and prior to placement of clients

Voluntary Moving-on strategies: Staff trained prior to lease up?

Yes

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Current staff members do not have training in Voluntary Moving-on Strategies. Staff assigned to the proposed housing facility will receive this training upon approval or receipt of funding and prior to placement of clients.

Safety and security of staff and residents: Staff trained prior to lease up?

Yes

Staff and residents will receive training related to safe living practices upon approval or receipt of funding and prior to placement of clients.

Peer Support (include length of time Peer Support program used, if applicable): Staff trained prior to lease up?

Yes

MCBH does not presently have any peer support staff, but with recent legislation is hoping to hire at least one peer in the next 18 months. Most of MCBH's case managers and services coordinators have lived experience as well and fulfill some roles as peer support staff. Peers, case managers, and behavioral health services coordinators assigned to this project will offer one-to-one support, lead peer-support groups, assist with intake paperwork, plan and create program activities, facilitate group outings, perform life skill and job coaching and provide information about available community resources. These services will be available both on-site and off-site. Peers will receive training related to housing first approaches, harm reduction, and homelessness prior to lease up.

Case conferencing:

Yes

MCBH staff currently facilitate case conferences in a variety of contexts, including homeless services. Staff will receive additional support, guidance and training about special considerations with the homeless population upon approval or receipt of funding and prior to client placement. Property Manager may be asked to receive this training.

Communicating the Applicant's and LSP's program philosophy, values, and principles: Staff trained prior to lease up?

Yes

MCBH will communicate its program philosophies, values and principles to staff and service recipients. Housing first principles will be emphasized. Staff will receive additional support and guidance upon approval or receipt of funding and prior to client placement.

Rent by residents during periods of hospitalization: Staff trained prior to lease up?

Yes

Prior to placement of clients, onsite staff members will receive training on how to assist clients who may experience issues with covering rent during periods of hospitalization. This will include training on how to coordinate care with hospital staff during periods of hospitalization.

Resident Privacy and Confidentiality: Staff trained prior to lease up?

Yes

MCBH staff are trained in privacy laws relating to behavioral health care. Staff understand that discrete communication to only those who have a need to know is necessary to protect confidentiality and privacy. Staff receive this training upon hire and renew their confidentiality agreements annually thereafter. Property Manager will be required to take a HIPAA training. MCBH communication with the Owner and Property Manager will comply with confidentiality standards and practices and MCBH will work with the households to obtain any consents needed to facilitate cross communication.

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

In order to ensure effective communication between MCBH and the Property Manager, the Program Manager will schedule quarterly meetings (or more often as needed), to discuss new applicants and any concerns regarding current tenants. Owner will attend such meetings if requested by MCBH. MCBH, Owner, and Property Manager will work as a unified team to help tenants reach their goals. Cases will be reviewed to ensure that the individual's care plan includes all needed support services that will enable the individual to successfully maintain their housing. Harm reduction principles will be applied and staff will understand these principles as a path by which tenants seek healthier alternatives to problematic behaviors without the need to enforce punishment for non-abstinence. When appropriate, tenant will be invited to attend a "problem resolution conference" with MCBH and Property Manager to prevent

General service provider and property manager communication protocols: Staff trained prior to lease up?

Yes

MCBH and the property manager will confer on a regular basis (quarterly, or more often as needed) to review and establish protocols and manage problematic issues related to tenant acceptance, discharge, rules, safety, programming and other items as deemed necessary.

Making Applicants aware of the reasonable accommodations procedure: Staff trained prior to lease up?

Yes

Property Manager will receive training on how to identify and appropriately respond to applicants needs with regard to requesting reasonable accomodations. As part of the resident intake process, residents will be provided with education and information about their rights under ADA, including reasonable accomodations and how to request accomodations.

Receiving and resolving tenant grievances: Staff trained prior to lease up?

Yes

MCBH staff will 1) follow grievance procedures consistent for individuals receiving specialty mental health services (staff receive this training upon hire) and 2) consult with and receive training to determine appropriate resolution to tenant grievances not having to do with specialty mental health care. Property Manager may be required to receive this training.

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Appropriate responses to tenant crisis: Staff trained prior to lease up?

Staff assigned to the project will include members of MCBH's crisis team. These individuals routinely respond to crisis situations having to do with mental health and/or substance use disorders. Staff will receive additional training upon approval or receipt of funding and prior to client placement. Property Manager will be required to receive training in tenant crisis response and de-escalation.

#### Retention of tenants regardless of use of substances: Staff trained prior to lease up?

Yes

Yes

Staff assigned to this project will adhere to principles of the Housing First philosophy and harm reduction, which includes continuous engagement of those who use substances, and avoids punishment (up to and including eviction) for use of substances. Staff will receive training related to Housing First principles and Harm Reduction principles upon approval or receipt of funding. Property Manager will be required to complete Harm Reduction training.

Cultural and linguistical competency for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions: Staff trained prior to

Yes

MCBH staff receive cultural and linguistic competence training on a regular basis to include persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

#### 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	Hours	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.	Provide the hours of availability	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	Case management services to include brokering and linking to physical health care, including access to preventative dental and health care and wellness management. Benefits management and counseling and advocacy including assistance in acquiring SSI/SSP, Medi-Cal, etc. MCBH case managers also utilize treatment plans and the Personal Recovery Plan, which is designed to help clients make movement toward case management goals.	To be available 5 days/week, with at least 2 days on- site.	МСВН	Project Partner	MOU	For all services below, MCBH plans to have a staff member on-site at least two days/week with more availability to be added as needed. The department's off-site office is .45 miles away or a short free bus ride with a new stop planned outside the complex and a stop in front of MCBH main
Peer support activities	As described above, MCBH presently offers peer support through its case managers and BH services Coordinators; these staff offer one-on-one support, lead peer-support groups, assist with intake paperwork, plan and create program activities, facilitate group outings, coach life and ich skille and provide information.	To be available 5 days/week, with at least 2 days on- site.	МСВН	Project Partner	MOU	
Mental health care	Provide assessments, crisis counseling, individual therapy, medication management, and treatment plan support.	To be available 5 days/week, with at least 2 days on- site.	МСВН	Project Partner	MOU	See above
Substance use services	Provide case management and substance use counseling, including relapse prevention.	To be available 5 days/week, with at least 1 day on- site.	МСВН	Project Partner	MOU	See above
Support in Linking to Physical Health Care	Case management services to include brokering and linking to physical health care, including access to preventative dental and health care and wellness management.	To be available 5 days/week, with at least 2 days on- site.	МСВН	Project Partner	MOU	See above

	Supp	oortive Service	s Plan (SSP) §203			Rev. 10/23/20
Benefits counseling and advocacy	Case management services to include counseling and advocacy including assistance in acquiring SSI/SSP, Medi-Cal, etc.	To be available 5 days/week, with at least 2 days on- site.	мсвн	Project Partner	мои	See above
Basic housing retention skills	BH services coordinators and case managers will offer housing retention skills and strategies to tenants.	To be available 5 days/week, with at least 2 days onsite.	мсвн	Project Partner	мои	See above
services will be provid	List and describe all services under Sec ded in the service categories provided be not listed. Attach the agreement for each	low, attach any ac	lditional description. Empty spac			
Resident Service	Service Description	Hours	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.	Provide the hours of availability	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.
Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders not listed in the above table	Tenants in need of co-occurring mental health and substance use care will receive the coordinated services of the on-site therapist and substance use counselor, as well as psychiatry services if needed. Individuals with co-occurring mental and physical health disabilities will receive those services listed above along with brokerage, referral, support and transportation to physical health appointments.	days/week, with at least 2 days on-	мсвн	Project Partner	моυ	For all services below, MCBH plans to have a staff member on-site at least two days/week with more availability to be added as needed. The department's offsite office is .45 miles away or a short free bus ride with a new stop planned outside the complex and a stop
Recreational and social activities	Tenants may receive recreational and social activities on-site through intermittent planned activities, or they may access additional recreational activities at MCBH's Sierra Wellness Center, approximately .55 miles away.	days/week, with at least 1 day/month	мсвн	Project Partner	мои	The Sierra Wellness Center is .55 miles away or a short free bus ride with a new stop planned outside the complex and a stop near the wellness
Educational services	Educational services are provided through the Mono County Office of Education Adult Education Program at the Mono County Free Library in Mammoth Lakes.		Mono County Office of Education	n/a	n/a	The Mono County Free Library in Mammoth Lakes is approximately .8 miles away or a short free bus ride.
Employment services	Employment services are provided through the Mono County Department of Social Services at the Mono County Civic Center in Mammoth Lakes (.45 miles away)	Availability determined by Department of Social Services	Department of Social Services	n/a	n/a	The Civic Center is .45 miles away or a short free bus ride.
Obtaining access to other needed services	BH services coordinators and case managers will aid tenants in obtaining other needed services.	To be available 5 days/week, with at least 2 days on- site.	мсвн	Project Partner	мои	

	Supportive Services Plan (SSP) §203  Rev. 10					
File Name:	LSP Agreement	Lead Service Provider Contract, Agreement, or Letter of Intent	On USB?	Yes		
File Name:	Written Agreements	Copy of written agreements or memoranda of understanding (MOUs) which identify the roles and responsibilities of the County, the project owner, other service providers, and the property manager covering all of the Required and Encouraged Services that are part of the Supportive Services Plan. Please submit one master services MOU or other written agreement for the project. However, if separate agreements will also be entered into with each service provider, the Master document must reference and include these separate agreements.	On USB?	Yes		

Section 2: Supportive Services Coordination

As noted above, the majority of services will be available on-site at least two days/week - MCBH is able and willing to add more on-site time to support residents if needed. Services are also available five days/week through MCBH's main office at the Mono County Civic Center in Mammoth Lakes, which is .45 miles away. This location is also easily accessible by free local bus service as indicated above. Hours for the supportive service staff will be between the hours of 8:00 am to 5:00 pm, Monday through Friday. Clients needing emergent services outside of these hours will have access to MCBH's crisis system. Services noted above that are not on-site will be available either through the free local bus route or via assigned staff who will provide transportation in County vehicles (nominal cost since no additional cars would be purchased for this distinct purpose and all major services are within 3 square miles). Staff assigned to this project will have received cultural competence training, which will allow them to provide services in a manner that is culturally and linguistically competent for Spanish speaking clients either billingual Spanish speakers. Where needed, individuals may use the language line/communication barriers will be resolved through current existing protocols for accessing interpreters and providing linguistically competent services. Staff will receive training on communication barriers related to sensory disabilities; communication protocols between the service providers, the property manager, and tenants will be developed once staff have received the trainings outlined in Section 2: Service Delivery. All of MCBH's services accommodate trauma-based barriers to services; this will continue to be the case with this housing project.

<sup>1.</sup> Describe the accessibility of community services to which you propose linkages, whether they are on-site or in close proximity to the Project, 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.

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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.

There are many community/county/state funded programs that on-site staff members will encourage residents and their dependents to participate in to meet their needs. These include MHSA funded programs (such as the CSS programs and PEI programs outlined in the MCBH MHSA plan), programs offered through Mono County Public Health, programs offered through Mono County Department of Social Services, and programs offered through such community-based organizations as Wild Iris Domestic Violence Counseling Center and IMACA. Additionally, the Mono County Office of Education funds its Adult Education Program and houses the County's First Five program, which offers many programs to meet the needs of dependents under the age of 5.

3. Is the Applicant currently working with the with the CoC in the area?

Yes

If No, please explain:

### Section 3: Verification from Appropriate Public or Non-profit Funding Agency

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

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.

#### Part IV. Tenant Safety And Engagement

#### Section 1: Tenant Engagement

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.

1. Will the services engagement outreach strategy include:

3	37				
Outreach to applicants and residents?	Yes	Door-knocking?	Yes	Leafleting?	No
Assessment prior to leasing?	Yes	Peer contacts?	Yes	Outreach to organizations that work directly with target population?	Yes

Other strategies? Please describe:

Stakeholder input process, and onsite meetings/activities, as described immediately below.

2. Describe the strategies to engage residents in social interaction, building operations, and community involvement within the Project.

Prior to completion of the building project, MCBH will conduct outreach to potential future residents and stakeholders to engage them in services planning. The Program Manager and Behavioral Health Advisory Board (which serves as the MHSA steering committee) will organize stakeholder meetings to gather input. After the building is complete and services have begun, the support staff working on site will hold regularly scheduled meetings, activities, and celebrations to foster community, keep residents engaged, and provide residents with opportunities to provide ongoing input about operations and services. Staff will use multiple strategies for engaging clients in services including milestone celebrations, social/group activities, resident-led activities, and resident satisfaction surveys.

3. Describe the strategies to engage residents in planning and delivery of resident's services.

Resident meetings, led by on-site staff, will be held at least once per year to discuss planning and delivery of residents' services. Staff members will also outreach individually to residents to gather input and feedback needed in planning for these services. MCBH has historically had less success with group gatherings for community input and more success with individual outreach.

4. Describe how the physical building space supports social interaction and the provision of services.

This housing development will be a four-story residential building with a community space and potentially a day care facility. This permanent housing project is being designed to allow for full integration of its tenants. There is communal space for cooking, classes, and other wellness-oriented activities. Additionally, MCBH will have access to an onsite supportive services office which will be large enough to serve a family of four and the project's community room. These communal spaces will be designed to create a warm and welcoming environment that will promote tenant engagement and enhance onsite supportive services. All furnishings, equipment, and fixtures chosen will be considered for their sustainability.

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.

Resident satisfaction surveys will be conducted at least annually at resident meetings as part of the MHSA Annual Community Program Planning Process. Support staff will make efforts to gather surveys individually from residents who are marginally engaged in attending resident meetings. Surveys will include questions regarding satisfaction in the following domains: facilities, supports and services, welcoming/community.

6. Describe the strategies to engage residents in services, services planning/operations, and in building community and facility operations.

The support staff working on site will hold regularly scheduled meetings, activities, and celebrations to foster community, keep residents engaged, and provide residents with opportunities to provide ongoing input about operations and services. Staff will use multiple strategies for engaging clients in services including milestone celebrations, social/group activities, resident-led activities, and resident satsifaction surveys.

### Section 2: Safety and Security

1. Summarize the written policies and procedures on privacy and confidentiality of residents

Residents are entitled to confidentiality. MCBH staff receive privacy and compliance training upon hire and annually thereafter. Staff are versed in HIPAA law and conduct their business in accordance with HIPAA and California privacy laws. Property Manager will also be required to complete HIPAA training. All communication will be subject to applicable confidentiality laws and obligations and the parties will work in good faith to obtain consents from tenants to allow communication between the County and Owner/Property Manager. Residents will be offered the opportunity to sign a release of information allowing program staff to communicate with the property manager solely for the purposes of housing coordination and retention.

2. Summarize the written policies and procedures on sign in/out procedures, fire/safety drills, and posted local contacts in case of emergency.

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Local emergency contacts will be prominently posted in the Supportive Services office space as well as in the resident hallways. Policies regarding fire/safety drills will identify disaster evacuation location and routes. Fire drills are to be conducted semi-annually.

3. Describe the building design safety features for ensuring resident and staff safety (include lighting, entrance/exits, locked doors, common area locations)

The building and site will be oriented to provide limited and controlled ingress and egress, but still maintain a residential setting. Security cameras will be installed, as well as sufficient exterior and interior lighting.

4. Summarize the written policies and procedures on ensuring staff safety

Prior to completion of the building project, MCBH will develop a policy and procedure that outlines all relevant staff safety protocols. This P&P will include such topics as home visits, appropriate transportation, and when a second staff person is required.

5. Summarize the written policies for addressing violations of resident/staff safety by residents or staff.

Similar to the existing policies for MCBH's transitional house, residents may not behave in ways that violate the safety and well being of others. Violations of resident/staff safety by residents are reported to MCBH's Director and a letter is sent to the resident notifying them that a safety violation has occurred and has been reported. Depending on severity of the violation, staff may hold a "problem resolution meeting" with the resident to address the behavior in an attempt to prevent subsequent further violation or subsequent eviction. Violations of resident/staff safety by staff are addressed throught the Mono County employee disciplinary process, and result in progressive discipline up to and including termination of the employee

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.

Guests/visitors are permitted but are expected to abide by the same behavioral/safety guidelines that residents must abide by. Violations of safety guidelines or illegal activity on the premises may result in a request for removal of the guest or guests by law enforcment. Only individuals who are included on the housing rental agreement may reside in the unit on an ongoing basis.

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

Prior to completion of the building project, MCBH will develop a policy and procedure that will define roles with regard to integration of the Target Population with the general public.

MCBH staff members working on-site will have the chief responsibility for integration, with the goal of assisting residents to increase community engagement via employment, education, community events, and civic participation.

#### Part V. Staffing

### Section 1a: Staffing Description

Describe the overall staffing pattern, including the roles and responsibilities for each position listed in the Staffing Chart below. List the target populations served through each position.

The Supportive Services Plan for this permanent supportive housing project includes the following staffing plan: (.25 FTE) Psychiatric Specialist will provide individual and family therapy, crisis counseling, and assessments as needed; (.5 FTE) Case Manager/Behavioral Health Services Coordinator will help clients meet their case management goals and provide linkage to such services as physical health care, benefits counseling/advocacy, and housing retention skills; (.1 FTE) Psychiatry Services to provide medication management and treatment plan support; (.25 FTE) Substance Use Disorder Counselor will provide SUD counseling from a harm reduction perspective, including treatment and relapse prevention; (.1 FTE) Program Manager will be responsible for ensuring trainings are scheduled, data is collected, and other elements of this supportive services plan are implemented. Each of these positions will serve all members of the target population, including individuals of all ages with SMI/SED.

#### Section 1b: 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:	1.2	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.	This could be the County, another LSP, Sponsor or a Project Partner	Select "On- Site" or "Off- Site"		
Psychiatric Specialist (Therapist)	Master's degree and registration with the Board of Behavioral Sciences	0.25		County	On-Site
Coordinator	Case Manager: Two years of experience which would have provided a high degree of insight into individual or group problems such as mental health, substance use, or domestic relations. BH Services Coordinator: Two years of experience in the mental health and/or substance use fields, or experience in prevention programming, community outreach, and program implementation and coordination. College level courses in the health and human services fields, public administration, or	0.5		County	On-Site
Substance Use Disorder Counselor	Required education and experience for certification as a SUD counselor	0.25		County	On-Site

		Supportive Services Plan (SSP) §203			Rev. 10/23/20
Psychiatry Services	Medical Degree; please note that MCBH or position and therefore does not have a pos	ontracts with North American Mental Health Services for the ition description available.	0.1	County	On-Site
Program Manager	la '	Administration is highly desirable. Possession of a raduate coursework in Behavioral Health, Public Health,	0.1	County	On-Site
File Name:	Duty Stmt1, Duty Stmt2, Duty Stmt3, Duty Stmt4	Staff Duty Statements (all providers, if available)		On U	JSB? Yes
Section 2: Staffin				•	
	rall services staffing level for the Project by	completing the calculation below.			_
a. Total NPLH A					8
b. services to the		PLH Assisted Units - Provide only the number of ongoing dire xample, case manager, psychiatric nurse, services coordinat			1.2
c. Number of N	PLH units per FTE Staff Person (a÷b)				6.6666667

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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	Ratio is .33	Ratio is .33	Ratio is .33		

#### Part VI. Supportive Services Budget

#### Section 1: Supportive Services Budget Table.

In addition to including the direct costs associated with providing supportive services, include the pro-rata costs associated with supervision of the NPLH supportive services staff, and other necessary pro-rata administrative costs, including HMIS data entry costs.

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	Туре	Status	% of Total Budget
Mental Health Services Act			In-kind	Committed	100.00%
					0.00%
					0.00%
					0.00%
					0.00%
					0.00%
					0.00%
					0.00%
	Total Revenue:	\$176,459.04			100.00%
Expense Item		Amount	Type	Status	% of Total
Staff Salaries: List by title of position. (This list must match the Staffing Chart above.)					
Psychiatric Specialist	FTE 0.25	\$15,535.50	In-kind	Committed	8.80%
Case Manager/BH Services Coordinator	FTE 0.5	\$31,071.00	In-kind	Committed	17.61%
Substance Use Disorder Counselor	FTE 0.25	\$15,535.50	In-kind	Committed	8.80%
Program Manager	FTE 0.1	\$8,357.40	In-kind	Committed	4.74%
Psychiatry Services	FTE 0.1	\$56,160.00	In-kind	Committed	31.83%
Staff Position	FTE				0.00%
Staff Position	FTE				0.00%
Staff Position	FTE				0.00%
Fringe Benefits		\$42,299.64			23.97%
Total	Staff Expenses	\$168,959.04			95.75%
Tenant Transportation	-	\$500.00	In-kind	Committed	0.28%
Equipment .		\$1,500.00	In-kind	Committed	0.85%
Supplies			In-kind	Committed	0.85%
Travel			In-kind	Committed	0.85%
Office Rent/Occupancy Costs (don't include rent/leasing costs for SH units)					0.00%
Training			In-kind	Committed	1.42%
Consultants: List by Function					0.00%
Subcontractors/Partners (list by Entity & Service Type)					0.00%
Janitorial Expenses					0.00%
Other Expenses (type in expense description)					0.00%
Other Expenses (type in expense description)					0.00%
Total Expenses		\$176,459.04		•	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 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				
ſ	a.	Total NPLH Assisted Units	8	
ſ	b.	Total Supportive Services Expenses	\$176,459	
Γ	C.	Total Supportive Services Expenses per Unit: (b ÷ a)	22057.38	

# 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. Include a calculation showing the budgeted transportation assistance amount per NPLH household, if any, and justify its adequacy to meet all transportation needs.

MCBH has budgeted staffing costs by estimating one hour per week for mental health therapy (psychiatric specialist) and one hour per week for substance use counseling or groups for each resident. Additional staffing includes approximately two hours per week per resident of case management or social activities with a case manager or BH services coordinator and 30 minutes every other week for psychiatry services. Finally, the staffing chart includes funding for a program manager who will supervise the program as a whole. MCBH allocated a relatively small amount for transportation as Mammoth Lakes funds a free local bus service and because the project is centrally located. The Department anticipates that it will allocate existing staff and associated resources (computers, etc.) to the project rather than hiring additional new staff. This allocation of revenue and expenses will ensure taht the clients' needs are met based on this supportive services plan.

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.

3. For funding that is not yet committed, specifically describe the experience filling major services funding gaps in similar housing.

		Supportive Services Plan (SSP) 920	₫.			Rev. 10/23/20
Not applicable.						
	the plan to fill any service gap filling service gaps caused by	s that occur during Project life due to expiration of loss of major funding sources.	grants, partner with	ndrawals, cancellation	n of a commitment	or any other
If we experience a downfall in MHSA funding, specifically a decline in CSS dollars, we would use our 1991/2011 Realignment dollars to fill that gap. During that time, we would review our allocations and determine if all MHSA funds are being used to there highest potential for future funding of this plan.						
funding sufficient for the Dep	partment to make a determinati	of this section is to document the funding history of on that the provider will be able to access funds fro plete the table containing the information required	om the programs th	shall document a his at fund the services	story of securing si identified in the Su	upportive service upportive Services
Funding History for: (LSP)	Mono County (Mono County	Behavioral Health)				
Source of Fund	ds/Funding Program	Purpose of Award (Use of Funds)	Amount	Award Date & Funding Term	Population	(s) Served
MHSA - 0	CSS Allocations	To provide services to individuals with SMI/SED	\$1,120,518.60	7/1/19-6/30/20	individuals w	ith SMI/SED
MHSA - 0	CSS Allocations	To provide services to individuals with SMI/SED	\$1,382,342.47	7/1/18-6/30/19	Individuals w	ith SMI/SED
MHSA - (	CSS Allocations	To provide services to individuals with SMI/SED	\$1,381,226.06	7/1/17-6/30/18	Individuals w	ith SMI/SED
MHSA - 0	CSS Allocations	To provide services to individuals with SMI/SED	\$1,294,016.57	7/1/16-6/30/17	Individuals w	ith SMI/SED
MHSA - 0	CSS Allocations	To provide services to individuals with SMI/SED	\$1,214,252.72	7/1/15-6/30/16	Individuals w	ith SMI/SED
	Par	t VII. Property Management Plans, Tenant Selec	ction, and Reporti	ng		
Section 1: Property Management Plans and Tenant Selection The Property Management Plan and tenant selection policies submitted with the NPLH application will be evaluated for the following consistent with state Housing First requirements. These documents must identify, describe, and utilize Housing First and low-barrier tenant selection processes that prioritize those with the highest needs for available housing. The descriptions of the use of Housing First and tenant selection in this Supportive Services Plan must be consistent with the Property Management Plan and the tenant selection policies. The Property Management Plan and tenant selection policies should address the following and be consistent with state Housing First requirements, as well as and other NPLH requirements:  1. Applicant eligibility and screening standards 2. Confidentiality 3. Substance abuse policy 4. Communication between property manager and supportive services staff 5. Eviction policies and eviction prevention procedures 6. Process for assisting tenants to apply for different forms of cash and non-cash benefits to aid the household in retaining their housing, if needed 7. How applicants and residents will be assisted in making reasonable accommodation requests, in coordination with the services provider and persuasive to outside entities, such as Housing Authorities, to ensure that persons with disabilities have access to and can maintain housing 8. Policies and practices to facilitate Voluntary Moving On strategies						
Section 2: Reporting Requirements Certification (REQUIRED)						
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.						
Dated:						2/2/2021
Statement Completed by ( Signature:	Statement Completed by (please print):  Robin K. Roberts					
The state of the s						
Title: Agency or Department:		Director V Mono County Behavioral Health				
Agency or Department Ad	Agency or Department Address: PO Box 2619 Mammoth Lakes, CA 93546					
Agency or Department Pho	one: 7	60-924-1740				

# EXHIBIT B

# **Sample Consent**

# **Release of Confidential Health Information**

No Place Like Home or Mental Health Services Act Tenant (HIPAA Compliant)

Name:	Birth Date:
Unit:	
West Communities, Inc., Mammot	ty Department of Behavioral Health, Pacific h Lakes Pacific Associates and Buckingham and share among them the following:
information specifically related of them to be necessary to pro	e protected health information (PHI) and do to substance abuse, as determined by any stect my personal health and safety, or the erson in my household, or to provide housing.
This consent shall expire $\Box$	in one year − OR − ☐ Specify date:
disclosure of this information unle	requestor or recipient from making further ss the requestor or recipient obtains another specifically required or permitted by law.
I understand that I may refu	se to sign this authorization. Except where

otherwise allowed by law, treatment, payment, enrollment or eligibility for benefits will not be conditioned on my providing or refusing to provide this

authorization.

If this authorization is not signed, then the information will not be released except as required or permitted by law.

I understand that I may revoke this authorization at any time. Such revocation must be in writing, signed by me or my legally authorized representative, and delivered to the Mono County Department of Behavioral Health at P.O. Box 2619, Mammoth Lakes, CA 93546. The revocation will be in effect upon receipt, but will not be effective to the extent that the requestor, recipient or others have acted in reliance upon this authorization.

I understand that I have a right to receive a copy of this authorization and to inspect and obtain a copy of any PHI provided by Mono County Behavioral Health pursuant to this release.

Signature:	Date:
Parent/Guardian/Conservator Signature:	Date:
(Please specify relationship)	
☐ Copy to individual	

# **EXHIBIT C**

# **Quarterly Meeting Topic**

# MANAGEMENT/TENANT **SERVICES COORDINATION MEETING WORK SHEET**

	Property:	Date:
	Attendees:	
waitlis previo develo emerge	During this meeting MCBH and Property Manager should thorou of all NPLH/MHSA tenants who live in the property and of all NP sted applicants. MCBH and Property Manager will bring the works us meeting to track changes and conduct follow-up to action steps sped. This meeting should take about two hours and should only be encies. A copy of this form should be retained in a locked file on steps of the property Supervisor during site visits	LH/MHSA heet from the that were interrupted for
I.	General Department Check-In ("peer check-in", staffing issues, n	najor site issues)
II.	New Tenant Move-In (name of tenant, unit #, date of move-in, or	ientation)
III.	Tenant Move-out (name of tenant, unit # date of move-out, status	of exit interview)
IV.	Screening Status (name of applicant, date of screening $1^{st}$ & $2^{nd}$ ,	status of applicant)
V.	<u>Housing Retention – Rent Payment</u> (name of tenant, unit #, status status of payment plan, status of subsidy, describe outreach plan,	The state of the s
VI.	<u>Housing Retention – Rules Violations/Behavioral Issues</u> (name or violation/behavior issues, program violations, special family issues)	

describe outreach plan, list action steps)

- VII. <u>Life Retention/Health Watch</u> (name of tenant, unit #, explain situation, describe outreach plan, list action steps for intervention/assistance needed from MCBH and Property Manger staff, date and outcome of last wellness check—note this section is for tenants in crisis, hospitalizations, major health issues, and mental health issues; these tenants should be checked on at least weekly by MCBH and Property Manger staff unless other arrangements are made)
- VIII. <u>Legal Issues</u> (describe status of any legal issues related to tenancy)
- IX. Other Issues (building maintenance, community issues, etc)
- X. <u>Upcoming Events</u> (meetings, trainings and other functions)
- XI. <u>Comments</u> (any additional thoughts or comments)

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# EXHIBIT D

#### Insurance

Owner, Property Manager (as applicable) and Sponsor (as applicable) shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Owner, its agents, representatives, employees, or subcontractors:

- (a) Workers' Compensation. Owner shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Owner, its employees, agents, and subcontractors.
- (b) General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Owner under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$2,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- (c) Automobile Liability Insurance. A policy of Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Owner pursuant to this Agreement. Alternatively, such coverage may be provided in Owner's Pollution Liability policy.
- (d) <u>Builder's Risk.</u> Builders' risk insurance during the course of the construction, and, upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.
- (e) <u>Commercial Crime</u>. Commercial crime insurance covering all officers, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

- (f) Owner shall cause any general contractor, agent, or subcontractor, including the Property Manager and Sponsor, working on the Development under direct contract with Owner or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (g), (h), (i), and (j) below. Owner shall also cause the Property Manager to carry the insurance described in (e) above.
- (g) The required insurance shall be provided under an occurrence form, and Owner shall maintain the coverage described in subsections (a) through (c) and (e) continuously throughout the Term. Excess or Umbrella coverage may be used to meet the required insurance coverages. Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire Term and until three (3) years following termination and acceptance of all work provided under this MOU, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this MOU. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.
- (h) Commercial General Liability insurance policies shall be endorsed to name as an additional insured the County, and its officers, agents, employees, volunteers, and members of the County Board of Supervisors.
- (i) All policies hall contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Owner shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.
- (j) All insurance companies providing coverage pursuant to this Section shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A. M. Best's rating of not less than "A:VII" or equivalent.

Any design professionals working on the Development in direct contract with Owner shall maintain errors and omission coverage in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate.

Acceptance of Owner's insurance by the County does not relieve or decrease the liability of Owner under the MOU. The insurance required to be procured by Owner pursuant to this Section does not reduce or limit Owner's contractual obligation to indemnify and defend the County as provided in this MOU.

Deductible amounts under the insurance policies provided by Owner are subject to the reasonable approval of the County. Any deductible or self-insured retention amount or other similar obligation under the insurance policies provided by Owner are the sole responsibility of Owner.

Before commencing operations under this MOU, Owner shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form satisfactory to County, evidencing that all required applicable insurance coverage is in effect. The County reserves the rights to require the contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to the County at the address set forth in the MOU with a copy to the County's Risk Management Unit, Box 696, Bridgeport, CA 93517.

# Mono County NPLH MOU\_signed

Final Audit Report 2021-02-02

Created: 2021-02-02

By: Amanda Greenberg (agreenberg@mono.ca.gov)

Status: Signed

Transaction ID: CBJCHBCAABAA69cPXRAnODCZcbl7cjHczukVazC-6MhX

# "Mono County NPLH MOU\_signed" History

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