



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Mammoth Lakes, CA 93546

Regular Meeting September 21, 2021

TELECONFERENCE INFORMATION

The meeting will be held in person and via teleconferencing, as authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, with members of the Board attending from separate remote locations. This hybrid format recognizes that the state is moving beyond the Blueprint for a Safer Economy beginning June 15, 2021.

Members of the public may participate in person, or via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=759e238f-a489-40a3-ac0e-a4e4ae90735d

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/92572828572>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 925 7282 8572.

To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar ID 925 7282 8572.

To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

ON THE WEB You can view the upcoming agenda at <http://monocounty.ca.gov/bos>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

4. DEPARTMENT/COMMISSION REPORTS

Receive brief oral report on emerging issues and/or activities.

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. First Amended Memorandum of Understanding for Proposed Permanent Supportive Housing Project

Departments: Behavioral Health

Proposed First Amended Memorandum of Understanding (MOU) among Mono County; Pacific West Communities, Inc.; Mammoth Lakes Pacific Associates; and Buckingham Property Management for Proposed Permanent Supportive Housing Project in Mammoth Lakes, to extend the deadline for the project owner to execute a Mental Health Services Act (MHSA) Loan Agreement with Mono County by six months (from October 1, 2021 until April 1, 2022).

Recommended Action:

- 1) Approve, and authorize Behavioral Health Director to sign, First Amended MOU;
- 2) Authorize Behavioral Health Director to approve and execute future amendments to the First Amended MOU to extend deadlines or accommodate necessary changes in timing or process that are consistent with the overall intent of the MOU and approved as to form by County Counsel.

Fiscal Impact: None at this time. The original MOU was entered into on February 2, 2021. This First Amended MOU merely changes the deadline for execution of a MHSA Loan Agreement in light of an unexpected delay in the owner's timeline

for securing additional funding for the project. The previously-executed MOU committed Mono County Behavioral Health to provide 20 years of supportive services at the proposed permanent supportive housing project with a budget of approximately \$176,500 per year to be paid for with MHSA funds and other non-General Fund revenues and using in-kind services.

B. County of Mono FY 2021-2024 Performance Contract

Departments: Behavioral Health

Proposed contract with California Department of Health Care Services pertaining to updated performance requirements related to service provision, the Mental Health Services Act, and other regulations related to funding through DHCS.

Recommended Action: Approve County entry into proposed contract and authorize the Behavioral Health Director to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: No fiscal impact. This contract is related to changes in regulations regarding performance.

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Letter from Jeff Hansen Regarding the Housing Shortage in Mono County

A letter from Mono County resident Jeff Hansen concerning the housing shortage in Mono County and suggested remedies.

7. REGULAR AGENDA - MORNING

A. Housing Programs Progress Report

Departments: Community Development
45 minutes

(Bentley Regehr, Planning Analyst) - A status update on housing programs, including those listed in the 2019-2027 Housing Element.

Recommended Action: None, informational only. Provide any desired direction to staff.

Fiscal Impact: None

B. Bridgeport Valley Regional Planning Advisory Committee (RPAC) Community Survey Report

Departments: Bridgeport Valley RPAC
20 minutes

(Jimmy Little, Bridgeport Valley RPAC Chair) - Report from Bridgeport Valley RPAC regarding Community Survey.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

30 minutes

(Robert C. Lawton, CAO; Bryan Wheeler, Public Health Director; Stacey Simon, County Counsel) - Update on Countywide response and planning related to the COVID-19 pandemic. Presentation regarding AB 361 and AB 369 extending certain Brown Act modifications implemented by Executive Order for the duration of the declared COVID emergency and discussion and direction to staff regarding how upcoming County meetings should be structured.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Golden State Connect Joint Exercise of Powers Agreement

Departments: Board of Supervisors

15 minutes

(Supervisor Corless) - Proposed resolution approving and authorizing the Chair to execute the Golden State Connect Authority (GSCA) Joint Exercise of Powers Agreement, a project of Rural County Representatives of California (RCRC), to increase access to reliable, affordable high-speed broadband for all rural Californians.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: There is no financial impact to joining the GSCA JPA, and there is no obligation for an individual member county to provide funds to the Golden State Connect Authority, absent a separate future agreement to participate in one (or more) of GSCA's specific programs.

E. Employment Agreement - County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Scheereen Dedman as County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R21-____, approving a contract with Scheereen Dedman as County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for an entire fiscal year would be \$135,687 of which \$109,762 is salary and \$25,925 is the cost of benefits, and was included in the approved budget.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that

are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

11. REGULAR AGENDA - AFTERNOON

A. PUBLIC HEARING: 2021 Redistricting Communities of Interest

Departments: CAO, Board of Supervisors

Public Hearing: 1:00 PM

(Robert C. Lawton, CAO) - Focused work on collecting input on Communities of Interest. Communities of Interest are areas, including formally recognized communities or neighborhoods or portions of a community, which have common characteristics or interests. Where possible, it is generally desirable to keep these geographic areas grouped together so that they may be represented by the same supervisor.

The work done in this meeting will be to capture the general boundaries of these geographies on a map so that they may be reviewed and used by individuals proposing supervisor districts in future steps of the process.

Recommended Action: Conduct public hearing. Provide any desired direction to staff.

Fiscal Impact: None.

12. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

Departments: Behavioral Health

TIME REQUIRED

SUBJECT First Amended Memorandum of Understanding for Proposed Permanent Supportive Housing Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed First Amended Memorandum of Understanding (MOU) among Mono County; Pacific West Communities, Inc.; Mammoth Lakes Pacific Associates; and Buckingham Property Management for Proposed Permanent Supportive Housing Project in Mammoth Lakes, to extend the deadline for the project owner to execute a Mental Health Services Act (MHSA) Loan Agreement with Mono County by six months (from October 1, 2021 until April 1, 2022).

RECOMMENDED ACTION:

- 1) Approve, and authorize Behavioral Health Director to sign, First Amended MOU;
- 2) Authorize Behavioral Health Director to approve and execute future amendments to the First Amended MOU to extend deadlines or accommodate necessary changes in timing or process that are consistent with the overall intent of the MOU and approved as to form by County Counsel.

FISCAL IMPACT:

None at this time. The original MOU was entered into on February 2, 2021. This First Amended MOU merely changes the deadline for execution of a MHSA Loan Agreement in light of an unexpected delay in the owner's timeline for securing additional funding for the project. The previously-executed MOU committed Mono County Behavioral Health to provide 20 years of supportive services at the proposed permanent supportive housing project with a budget of approximately \$176,500 per year to be paid for with MHSA funds and other non-General Fund revenues and using in-kind services.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 7609241754 / agreenberg@mono.ca.gov

SEND COPIES TO:

agreenberg@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Memorandum of Understanding
Redline showing changes

History

Time	Who	Approval
9/14/2021 3:47 PM	County Counsel	Yes
9/16/2021 9:40 AM	Finance	Yes
9/17/2021 2:42 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors

FROM: Amanda Greenberg, Program Manager, Mono County Behavioral Health

DATE: September 3, 2021

SUBJECT:

First Amended Memorandum of Understanding for the Proposed Permanent Supportive Housing Project

RECOMMENDED ACTION:

- 1) Approve, and authorize Behavioral Health Director to sign, First Amended MOU;
- 2) Authorize Behavioral Health Director to approve and execute future amendments to the First Amended MOU to extend deadlines or accommodate necessary changes in timing or process that are consistent with the overall intent of the MOU and approved as to form by County Counsel.

DISCUSSION:

For the last four years, Mono County Behavioral Health (MCBH) has worked steadily toward the development of an integrated affordable housing and permanent supportive housing project in the Town of Mammoth Lakes. On February 2, 2021, the Mono County Board of Supervisors (BOS) approved an MOU for the proposed housing project, which was a requirement of the Department's successful No Place Like Home grant application. This MOU included a provision that the MHSA Loan Agreement for approximately \$1,500,000 would be executed by October 1, 2021. We will not be able to meet this deadline due to unexpected delays in the developer securing additional funding. Furthermore, on June 8, 2021, the BOS approved a pre-development loan agreement for \$306,021 for this project to expend funds which would otherwise be reverted.

The amended MOU has two changes: (1) a six-month extension for the deadline to execute the MHSA Loan Agreement (previously October 1, 2021; now April 1, 2022); (2) minor change to section 4 (g) to reference all related minute orders.

An extension is required because the developer was not able to secure bonds and low-income housing tax credits on August 11 (due primarily to high costs of constructing in Mammoth), so the developers are re-applying September 9. In the meantime, the developer will continue to process the project through the new \$1.75 billion program offered by the State of California for shovel-ready affordable housing rental developments using the federal Coronavirus State and

Local Fiscal Recovery Funds. The developer states that they are confident they will formally secure financing and are planning to complete rough grading before the end of 2021. In spring of 2022 foundations, podiums will be constructed, with modules set in the Fall of 2022. The project completion date is estimated to be summer of 2023.

FISCAL IMPACT:

None at this time. This MOU commits MCBH to providing 20 years of supportive services at the proposed permanent supportive housing project with a budget of approximately \$176,500 per year in-kind to be paid for with MHSA funds and other non-General Fund revenues. These are services for which our department already has budgeted through the MHSA and this in-kind contribution of services will be provided by existing staff.

SUBMITTED BY:

Amanda Greenberg, Mono County Behavioral Health Program Manager, Contact: 760.924.1754

FIRST AMENDED NO PLACE LIKE HOME MEMORANDUM OF UNDERSTANDING
(Pacific West Communities Town of Mammoth Lakes Project)

This First Amended No Place Like Home Program Memorandum of Understanding ("MOU") is entered into on _____, 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. This MOU supersedes and replaces, in its entirety, the prior MOU entered into on February 2, 2021.

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 NPLH 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 Exhibit 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) Disclosure of Confidential Information. "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 Exhibit B. 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) Training Regarding Confidentiality. 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) HIPAA Business Associate Agreement. If requested by MCBH, Owner and Property Manager will promptly execute the County's form of HIPAA Business Associate Agreement.

(e) Applicability. 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) Referrals of NPLH Eligible and MHSA Eligible Tenants. 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) Housing First. 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) Reasonable Accommodation For Applicants. 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) Certification and Application Process. 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) Move-In Procedures. 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) Orientation. 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) Communications with MCBH. 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) Spanish Translation. 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) Services. 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) Housing First. 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) Reasonable Accommodation. 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) Tenancy Documents; Modification to Documents and Development. 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) Communication among Parties. 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) Tenant Meetings. 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) Quarterly Meetings. 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 Exhibit C.

(j) Spanish Translation. 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) Record Keeping. 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) Term. 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 awarded NPLH funds by July 1, 2021 or if the Owner and County do not execute the MHSA Loan Agreement on or before April 1, 2022, 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) Indemnity. 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) Insurance. Owner and Property Manager will provide insurance in the amount and types set forth in Exhibit D.

(d) Dispute Resolution. 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) Nondiscrimination. 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) Severability. 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) Amendments. 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 any related County Board of Supervisor's minute order and approved by County Counsel.

(h) Notice. 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) Multiple Originals. 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) Attorneys' Fees. 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) No Third Party Beneficiaries Other than the County. There shall be no third party beneficiaries to this MOU except for the County.

(l) Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of MCBH or County shall be personally liable to Owner or Property Manager.

[Remainder of Page Intentionally Blank]

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 Date

BUCKINGHAM PROPERTY MANAGEMENT

By: _____
Rosemary Lynch, President Date

PACIFIC WEST COMMUNITIES, INC.

By: _____
Caleb Roope, President and CEO Date

MAMMOTH LAKES PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP,
a California limited partnership

By: TPC Holdings IX, LLC,
an Idaho limited liability company, its administrative general partner

By: Pacific West Communities, Inc.,
an Idaho corporation, its manager

By: _____
Caleb Roope, its President & CEO

ATTEST

APPROVED AS TO FORM

Clerk

Office of Mono County Counsel

APPROVED BY RISK MANAGEMENT

Risk Manager

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")

Developer/Sponsor: 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 on-site 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 NPLH 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.

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

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.

Part VI – Budget 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 Information & Staffing Levels			
	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 Expenses		\$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 Expenses		\$176,459.04	In-Kind

Part VII - Collaboration of Supportive Services and Property Management Staff, Eviction Prevention Protocols:

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

_____ Date

BUCKINGHAM PROPERTY MANAGEMENT

By: _____
Rosemary Lynch, President

_____ Date

PACIFIC WEST COMMUNITIES, INC.

By: _____
Caleb Roope, President and CEO

_____ Date

MAMMOTH LAKE PACIFIC ASSOCIATES, a California limited partnership

By: TPC Holdings IX, LLC, an Idaho limited liability company
Its: General Partner

By: Pacific West Communities, Inc., an Idaho corporation
Its: Manager

By: _____
Caleb Roope, its President & CEO

Exhibit A-1

NPLH Worksheet

Supportive Services Plan (SSP) §203

Rev. 10/23/20

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

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

Part I. Tenant Selection Narrative

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

Section 1: Tenant Selection Criteria

1. Target Tenant Population and Eligibility Criteria

a. Do you use Housing First Practices? Yes

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

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.

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 will you 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 0 Months

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

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
N/A	

N/A

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
N/A	

N/A

Describe how services will be coordinated.

N/A

Agency Name	Populations the Agency will serve
N/A	

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
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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?	Yes
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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
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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?	Yes
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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 accommodations. As part of the resident intake process, residents will be provided with education and information about their rights under ADA, including reasonable accommodations and how to request accommodations.	
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?	Yes
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
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 linguistic competency for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions: Staff trained prior to lease up?	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 than 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.	MCBH	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 job skills and provide information	To be available 5 days/week, with at least 2 days on-site.	MCBH	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.	MCBH	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.	MCBH	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.	MCBH	Project Partner	MOU	See above

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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.	MCBH	Project Partner	MOU	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 on-site.	MCBH	Project Partner	MOU	See above

Encouraged Services: List and describe all services under Section 203(d) of the NPLH Guidelines encouraged to be offered to tenants of the NPLH Assisted Units. If multiple services will be provided in the service categories provided below, attach any additional description. Empty spaces are available at the bottom of the table for the applicant to describe services not listed. 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 than one-half mile.
Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders not listed in the above table	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.	To be available 5 days/week, with at least 2 days on-site.	MCBH	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
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.	To be available 4 days/week, with at least 1 day/month on-site.	MCBH	Project Partner	MOU	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 center
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.	Availability determined by Adult Education Program	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.	MCBH	Project Partner	MOU	

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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

1. 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.

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 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. 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.

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 **not** 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:

Outreach to applicants and residents?	Yes	Door-knocking?	Yes	Leafletting?	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 satisfaction 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.

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 through 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 enforcement. 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 position's 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	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.	1.2	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
Case Manager or BH Services 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 contracts with North American Mental Health Services for the position and therefore does not have a position description available.	0.1	County	On-Site
Program Manager	Experience in Behavioral Health or Public Administration is highly desirable. Possession of a Bachelor's degree in a related field. Post-graduate coursework in Behavioral Health, Public Health, Public Administration, or a related field.	0.1	County	On-Site
File Name:	Duty Stmt1, Duty Stmt2, Duty Stmt3, Duty Stmt4	Staff Duty Statements (all providers, if available)		On USB? <input type="checkbox"/> Yes
Section 2: Staffing Ratios				
1. Indicate the overall services staffing level for the Project by completing the calculation below.				
a.	Total NPLH Assisted Units			8
b.	Total FTE Service Staff from the Staffing Chart for the NPLH Assisted Units - Provide only the number of ongoing direct service staff positions that will provide services to the tenants of the NPLH Assisted Units, (for example, case manager, psychiatric nurse, services coordinator, etc). Do not include supervisors, peer support positions, or HMIS Administration positions.			1.2
c.	Number of NPLH units per FTE Staff Person (a÷b)			6.66666667

Supportive Services Plan (SSP) §203

Rev. 10/23/20

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	Type	Status	% of Total Budget
Mental Health Services Act	\$176,459.04	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.)				
<i>Psychiatric Specialist</i>	FTE 0.25 \$15,535.50	In-kind	Committed	8.80%
<i>Case Manager/BH Services Coordinator</i>	FTE 0.5 \$31,071.00	In-kind	Committed	17.61%
<i>Substance Use Disorder Counselor</i>	FTE 0.25 \$15,535.50	In-kind	Committed	8.80%
<i>Program Manager</i>	FTE 0.1 \$8,357.40	In-kind	Committed	4.74%
<i>Psychiatry Services</i>	FTE 0.1 \$56,160.00	In-kind	Committed	31.83%
<i>Staff Position</i>	FTE			0.00%
<i>Staff Position</i>	FTE			0.00%
<i>Staff Position</i>	FTE			0.00%
<i>Fringe Benefits</i>	\$42,299.64			23.97%
Total Staff Expenses	\$168,959.04			95.75%
<i>Tenant Transportation</i>	\$500.00	In-kind	Committed	0.28%
<i>Equipment</i>	\$1,500.00	In-kind	Committed	0.85%
<i>Supplies</i>	\$1,500.00	In-kind	Committed	0.85%
<i>Travel</i>	\$1,500.00	In-kind	Committed	0.85%
<i>Office Rent/Occupancy Costs (don't include rent/leasing costs for SH units)</i>				0.00%
<i>Training</i>	\$2,500.00	In-kind	Committed	1.42%
<i>Consultants: List by Function</i>				0.00%
<i>Subcontractors/Partners (list by Entity & Service Type)</i>				0.00%
<i>Janitorial Expenses</i>				0.00%
<i>Other Expenses (type in expense description)</i>				0.00%
<i>Other Expenses (type in expense description)</i>				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, as calculated below, differ from industry practice, provide a narrative explanation. The Project must meet/address the industry standard.

Supportive Services Expense Per Unit Calculation Table

a. Total NPLH Assisted Units	8
b. Total Supportive Services Expenses	\$176,459
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 that 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.

File Name:	SS Fund Ltr1, SS Fund Ltr2, SS Fund Ltr3, etc...	Attach letter(s). Include: Project name; description of services; dollar value of funds or in-kind services; if cash is provided, state funding source; funding term; description & history of agency/org. providing funding or services.	On USB? Yes
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3. For funding that is not yet committed, specifically describe the experience filling major services funding gaps in similar housing.

Not applicable.

4. Describe in specific terms the plan to fill any service gaps that occur during Project life due to expiration of grants, partner withdrawals, cancellation of a commitment or any other reason. Describe experience filling service gaps caused by loss of major funding sources.

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 their highest potential for future funding of this plan.

Section 3: Service Funding History Table: The purpose of this section is to document the funding history of the LSP. The LSP shall document a history of securing supportive service funding sufficient for the Department to make a determination that the provider will be able to access funds from the programs that fund the services identified in the Supportive Services Chart. List only funding obtained in the last five years. Complete the table containing the information required below:

Funding History for: (LSP)	Mono County (Mono County Behavioral Health)				
Source of Funds/Funding Program	Purpose of Award (Use of Funds)	Amount	Award Date & Funding Term	Population(s) Served,	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,120,518.60	7/1/19-6/30/20	Individuals with SMI/SED	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,382,342.47	7/1/18-6/30/19	Individuals with SMI/SED	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,381,226.06	7/1/17-6/30/18	Individuals with SMI/SED	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,294,016.57	7/1/16-6/30/17	Individuals with SMI/SED	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,214,252.72	7/1/15-6/30/16	Individuals with SMI/SED	

Part VII. Property Management Plans, Tenant Selection, and Reporting

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.

Yes

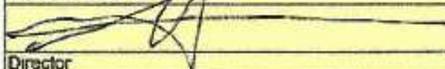
Dated:

2/2/2021

Statement Completed by (please print):

Robin K. Roberts

Signature:



Title:

Director

Agency or Department:

Mono County Behavioral Health

Agency or Department Address:

PO Box 2619 Mammoth Lakes, CA 93546

Agency or Department Phone:

760-924-1740

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: _____

I hereby authorize the Mono County Department of Behavioral Health, Pacific West Communities, Inc., Mammoth Lakes Pacific Associates and Buckingham Property Management to release and share among them the following:

Information, which may include protected health information (PHI) and information specifically related to substance abuse, as determined by any of them to be necessary to protect my personal health and safety, or the health and safety of another person in my household, or to provide support to me to maintain my housing.

This consent shall expire in one year – OR – Specify date: _____

California law prohibits the requestor or recipient from making further disclosure of this information unless the requestor or recipient obtains another authorization or such disclosure is specifically required or permitted by law.

I understand that I may refuse 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: _____

During this meeting MCBH and Property Manager should thoroughly review the status of all NPLH/MHSA tenants who live in the property and of all NPLH/MHSA waitlisted applicants. MCBH and Property Manager will bring the worksheet from the previous meeting to track changes and conduct follow-up to action steps that were developed. This meeting should take about two hours and should only be interrupted for emergencies. A copy of this form should be retained in a locked file on site and be reviewed by the Property Supervisor during site visits

- I. General Department Check-In (“peer check-in”, staffing issues, major site issues)
- II. New Tenant Move-In (name of tenant, unit #, date of move-in, orientation)
- 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 1st & 2nd , status of applicant)
- V. Housing Retention – Rent Payment (name of tenant, unit #, status of notices, status of payment plan, status of subsidy, describe outreach plan, list action steps)
- VI. Housing Retention – Rules Violations/Behavioral Issues (name of tenant, unit #, state violation/behavior issues, program violations, special family issues, status of notices, describe outreach plan, list action steps)

- VII. Life Retention/Health Watch (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. Legal Issues (describe status of any legal issues related to tenancy)

- IX. Other Issues (building maintenance, community issues, etc)

- X. Upcoming Events (meetings, trainings and other functions)

- XI. Comments (any additional thoughts or comments)

S

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) Builder's Risk. 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) Commercial Crime. 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 shall 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.

FIRST AMENDED NO PLACE LIKE HOME MEMORANDUM OF UNDERSTANDING
(Pacific West Communities Town of Mammoth Lakes Project)

This First Amended No Place Like Home Program Memorandum of Understanding ("MOU") is entered into on _____, 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. -This MOU supersedes and replaces, in its entirety, the prior MOU entered into on February 2, 2021.

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 NPLH 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 Exhibit 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) Disclosure of Confidential Information. "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 Exhibit B. 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) Training Regarding Confidentiality. 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) HIPAA Business Associate Agreement. If requested by MCBH, Owner and Property Manager will promptly execute the County's form of HIPAA Business Associate Agreement.

(e) Applicability. 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) Referrals of NPLH Eligible and MHSA Eligible Tenants. 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) Housing First. 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) Reasonable Accommodation For Applicants. 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) Certification and Application Process. 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) Move-In Procedures. 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) Orientation. 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) Communications with MCBH. 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) Spanish Translation. 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) Services. 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) Housing First. 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) Reasonable Accommodation. 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) Tenancy Documents; Modification to Documents and Development. 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) Communication among Parties. 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) Tenant Meetings. 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) Quarterly Meetings. 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 Exhibit C.

(j) Spanish Translation. 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) Record Keeping. 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) Term. 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 awarded NPLH funds by July 1, 2021 or if the Owner and County do not execute the MHSA Loan Agreement on or before ~~October~~April 1, 2021~~2022~~, 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) Indemnity. 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) Insurance. Owner and Property Manager will provide insurance in the amount and types set forth in Exhibit D.

(d) Dispute Resolution. 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) Nondiscrimination. 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) Severability. 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) Amendments. 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~~any related County Board of Supervisor's minute order ~~dated~~ _____ and approved by County Counsel.

(h) Notice. 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) Multiple Originals. 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) Attorneys' Fees. 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) No Third Party Beneficiaries Other than the County. There shall be no third party beneficiaries to this MOU except for the County.

(l) Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of MCBH or County shall be personally liable to Owner or Property Manager.

[Remainder of Page Intentionally Blank]

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 Date

BUCKINGHAM PROPERTY MANAGEMENT

By: _____
Rosemary Lynch, President Date

PACIFIC WEST COMMUNITIES, INC.

By: _____
Caleb Roope, President and CEO Date

MAMMOTH LAKES PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP,
a California limited partnership

By: TPC Holdings IX, LLC,
an Idaho limited liability company, its administrative general partner

By: Pacific West Communities, Inc.,
an Idaho corporation, its manager

By: _____
Caleb Roope, its President & CEO

ATTEST

APPROVED AS TO FORM

Clerk

Office of Mono County Counsel

APPROVED BY RISK MANAGEMENT

Risk Manager

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")

Developer/Sponsor: 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 on-site 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 NPLH 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.

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

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.

Part VI – Budget 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 Information & Staffing Levels			
	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 Expenses		\$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 Expenses		\$176,459.04	In-Kind

Part VII - Collaboration of Supportive Services and Property Management Staff, Eviction Prevention Protocols:

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

_____ Date

BUCKINGHAM PROPERTY MANAGEMENT

By: _____
Rosemary Lynch, President

_____ Date

PACIFIC WEST COMMUNITIES, INC.

By: _____
Caleb Roope, President and CEO

_____ Date

MAMMOTH LAKE PACIFIC ASSOCIATES, a California limited partnership

By: TPC Holdings IX, LLC, an Idaho limited liability company
Its: General Partner

By: Pacific West Communities, Inc., an Idaho corporation
Its: Manager

By: _____
Caleb Roope, its President & CEO

Exhibit A-1

NPLH Worksheet

Supportive Services Plan (SSP) §203

Rev. 10/23/20

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

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

Part I. Tenant Selection Narrative

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

Section 1: Tenant Selection Criteria

1. Target Tenant Population and Eligibility Criteria

a. Do you use Housing First Practices? Yes

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

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.

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

Only this one

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
N/A	

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
N/A	

Describe how services will be coordinated.

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?

Yes

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?

Yes

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 accommodations. As part of the resident intake process, residents will be provided with education and information about their rights under ADA, including reasonable accommodations and how to request accommodations.	
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?	Yes
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
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 lease up?	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 than 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.	MCBH	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 job skills and provide information	To be available 5 days/week, with at least 2 days on-site.	MCBH	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.	MCBH	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.	MCBH	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.	MCBH	Project Partner	MOU	See above

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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.	MCBH	Project Partner	MOU	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 on-site.	MCBH	Project Partner	MOU	See above

Encouraged Services: List and describe all services under Section 203(d) of the NPLH Guidelines encouraged to be offered to tenants of the NPLH Assisted Units. If multiple services will be provided in the service categories provided below, attach any additional description. Empty spaces are available at the bottom of the table for the applicant to describe services not listed. 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 than one-half mile.
Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders not listed in the above table	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.	To be available 5 days/week, with at least 2 days on-site.	MCBH	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
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.	To be available 4 days/week, with at least 1 day/month on-site.	MCBH	Project Partner	MOU	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 center
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.	Availability determined by Adult Education Program	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.	MCBH	Project Partner	MOU	

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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

1. 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.

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 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. 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.

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 not 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:

Outreach to applicants and residents?	Yes	Door-knocking?	Yes	Leafletting?	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 satisfaction 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 through 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 enforcement. 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	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.	1.2	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
Case Manager or BH Services 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

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Psychiatry Services	Medical Degree; please note that MCBH contracts with North American Mental Health Services for the position and therefore does not have a position description available.	0.1	County	On-Site
Program Manager	Experience in Behavioral Health or Public Administration is highly desirable. Possession of a Bachelor's degree in a related field. Post-graduate coursework in Behavioral Health, Public Health, Public Administration, or a related field.	0.1	County	On-Site

File Name:	Duty Stmt1, Duty Stmt2, Duty Stmt3, Duty Stmt4	Staff Duty Statements (all providers, if available)	On USB?	Yes
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Section 2: Staffing Ratios

1. Indicate the overall services staffing level for the Project by completing the calculation below.

a.	Total NPLH Assisted Units	8
b.	Total FTE Service Staff from the Staffing Chart for the NPLH Assisted Units - Provide only the number of ongoing direct service staff positions that will provide services to the tenants of the NPLH Assisted Units, (for example, case manager, psychiatric nurse, services coordinator, etc). Do not include supervisors, peer support positions, or HMIS Administration positions.	1.2
c.	Number of NPLH units per FTE Staff Person (a÷b)	6.66666667

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Not applicable.

4. Describe in specific terms the plan to fill any service gaps that occur during Project life due to expiration of grants, partner withdrawals, cancellation of a commitment or any other reason. Describe experience filling service gaps caused by loss of major funding sources.

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 their highest potential for future funding of this plan.

Section 3: Service Funding History Table; The purpose of this section is to document the funding history of the LSP. The LSP shall document a history of securing supportive service funding sufficient for the Department to make a determination that the provider will be able to access funds from the programs that fund the services identified in the Supportive Services Chart. List only funding obtained in the last five years. Complete the table containing the information required below:

Funding History for: (LSP)	Mono County (Mono County Behavioral Health)				
Source of Funds/Funding Program	Purpose of Award (Use of Funds)	Amount	Award Date & Funding Term	Population(s) Served	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,120,518.60	7/1/19-6/30/20	Individuals with SMI/SED	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,382,342.47	7/1/18-6/30/19	Individuals with SMI/SED	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,381,226.06	7/1/17-6/30/18	Individuals with SMI/SED	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,294,016.57	7/1/16-6/30/17	Individuals with SMI/SED	
MHSA - CSS Allocations	To provide services to individuals with SMI/SED	\$1,214,252.72	7/1/15-6/30/16	Individuals with SMI/SED	

Part VII. Property Management Plans, Tenant Selection, and Reporting

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.

Yes

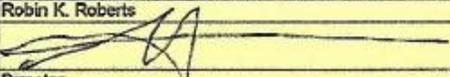
Dated:	2/2/2021
Statement Completed by (please print):	Robin K. Roberts
Signature:	
Title:	Director
Agency or Department:	Mono County Behavioral Health
Agency or Department Address:	PO Box 2619 Mammoth Lakes, CA 93546
Agency or Department Phone:	760-924-1740

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: _____

I hereby authorize the Mono County Department of Behavioral Health, Pacific West Communities, Inc., Mammoth Lakes Pacific Associates and Buckingham Property Management to release and share among them the following:

Information, which may include protected health information (PHI) and information specifically related to substance abuse, as determined by any of them to be necessary to protect my personal health and safety, or the health and safety of another person in my household, or to provide support to me to maintain my housing.

This consent shall expire in one year – OR – Specify date: _____

California law prohibits the requestor or recipient from making further disclosure of this information unless the requestor or recipient obtains another authorization or such disclosure is specifically required or permitted by law.

I understand that I may refuse 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: _____

During this meeting MCBH and Property Manager should thoroughly review the status of all NPLH/MHSA tenants who live in the property and of all NPLH/MHSA waitlisted applicants. MCBH and Property Manager will bring the worksheet from the previous meeting to track changes and conduct follow-up to action steps that were developed. This meeting should take about two hours and should only be interrupted for emergencies. A copy of this form should be retained in a locked file on site and be reviewed by the Property Supervisor during site visits

- I. General Department Check-In (“peer check-in”, staffing issues, major site issues)
- II. New Tenant Move-In (name of tenant, unit #, date of move-in, orientation)
- 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 1st & 2nd , status of applicant)
- V. Housing Retention – Rent Payment (name of tenant, unit #, status of notices, status of payment plan, status of subsidy, describe outreach plan, list action steps)
- VI. Housing Retention – Rules Violations/Behavioral Issues (name of tenant, unit #, state

violation/behavior issues, program violations, special family issues, status of notices, describe outreach plan, list action steps)

- VII. Life Retention/Health Watch (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. Legal Issues (describe status of any legal issues related to tenancy)

- IX. Other Issues (building maintenance, community issues, etc)

- X. Upcoming Events (meetings, trainings and other functions)

- XI. Comments (any additional thoughts or comments)

s

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) Builder's Risk. 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) Commercial Crime. 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 shall 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.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

Departments: Behavioral Health

TIME REQUIRED

SUBJECT County of Mono FY 2021-2024
Performance Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with California Department of Health Care Services pertaining to updated performance requirements related to service provision, the Mental Health Services Act, and other regulations related to funding through DHCS.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the Behavioral Health Director to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact. This contract is related to changes in regulations regarding performance.

CONTACT NAME: Laura Cruz

PHONE/EMAIL: 760-924-1746 / lcruz@mono.ca.gov

SEND COPIES TO:

lcruz@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> County of Mono FY 2021-2024 Performance Contract
<input type="checkbox"/> Exhibit A
<input type="checkbox"/> Exhibit B
<input type="checkbox"/> Exhibit D
<input type="checkbox"/> Exhibit E
<input type="checkbox"/> Contractor Certification Clause

History

Time	Who	Approval
9/17/2021 10:34 AM	County Counsel	Yes
9/16/2021 9:54 AM	Finance	Yes
9/17/2021 2:42 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

Date: September 21, 2021

To: Honorable Chair and Members of the Board of Supervisors

From: Robin Roberts, Behavioral Health Director

Subject: Approve Performance Contract between California Department of Health Care Services and Mono County Behavioral Health from July 1, 2021 through June 30, 2024

Recommended Action:

Approve Performance Contract between DHCS and Mono County Behavioral Health
Designate Behavioral Health Director as signatory.

Discussion:

This contract is retroactive from July 1, 2021 through June 30, 2024. The contract updates performance requirements related to service provision, the Mental Health Services Act, and other regulations related to funding through DHCS.

Fiscal Impact:

No fiscal impact.

This contract is related to changes in regulations regarding performance.

Submitted by:

Robin K. Roberts, MFT

Director of Behavioral Health

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-10096	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Mono

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
\$0.00 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Program Specification (including Special Terms and Conditions)	24
Exhibit A, Attachment I	Request for Waiver	1
Exhibit B	Funds Provision	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ - Exhibit D	Information Confidentiality and Security Requirements	7
+ - Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mono

CONTRACTOR BUSINESS ADDRESS P. O. Box 2619	CITY Mammoth Lakes	STATE CA	ZIP 93546
PRINTED NAME OF PERSON SIGNING Robin K. Roberts, MFT	TITLE Behavioral Health Director		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-10096	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code §14703

Exhibit A
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

Exhibit A
Program Specifications

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Service	County of Mono
Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: Ivan.Bhardwaj@dhcs.ca.gov	Robin K. Roberts, MFT, Behavioral Health Director Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov

B. Direct all inquiries to:

Department of Health Care Services	County of Mono
Behavioral Health – Community Services Division/Federal Grants Section Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	Attention: Julie Jones P. O. Box 2619 Mammoth Lakes, CA, 93546 Phone: (760) 924-1752 Fax: (760) 924-1741 Email: jjones@mono.ca.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

Exhibit A
Program Specifications

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. The Mental Health Services Act Program

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

Exhibit A
Program Specifications

funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each

Exhibit A
Program Specifications

month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

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Program Specifications

annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
 - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
 - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the

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Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
 - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
 - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

Exhibit A
Program Specifications

including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

- c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
- d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
- e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and

Exhibit A
Program Specifications

update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

Exhibit A
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- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
 - i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
 - ii. Cultural Competence, as defined in section 3200.100;
 - iii. Client Driven, as defined in section 3200.050;
 - iv. Family Driven, as defined in section 3200.120;
 - v. Wellness, Recovery and Resilience focused; and
 - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

Exhibit A
Program Specifications

except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

- 8) Department Compliance Investigations:
- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)
- 9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:
- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
 - b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
 - c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

Exhibit A
Program Specifications

invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. Bronzan-McCorquodale Act

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

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Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.
(Welf. & Inst. Code, § 5614, subd. (b)(5))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. Lanterman-Petris-Short Act

1) Description

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse

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referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

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by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may

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be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

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program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
- 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
 - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
 - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
 - 3) Make diligent efforts to minimize errors on the CSI error file.
 - 4) Correct all errors on the CSI error file.
 - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this

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Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

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Department of Health Care Services
Community Services Division/Federal Grants Section
Attention: Waheeda Sabah
1500 Capitol Avenue, MS 2624
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

Exhibit A
Program Specifications

A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Community Services Division/Community Support Branch
Policy, Monitoring, & Finance Section
e-mail: MHSA@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code

_____ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
 - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

Exhibit B
Funds Provision

1. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit D
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

Exhibit D
Information Confidentiality and Security Requirements

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1) Personnel Controls

- a. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. **Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. **Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

Exhibit D
Information Confidentiality and Security Requirements

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction.** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

Exhibit D

Information Confidentiality and Security Requirements

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Exhibit D
Information Confidentiality and Security Requirements

4) Business Continuity / Disaster Recovery Controls

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit D
Information Confidentiality and Security Requirements

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to DHCS:

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

Exhibit D
 Information Confidentiality and Security Requirements

E. *Written Report.* The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. *Notification of Individuals.* The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

EXHIBIT E

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”)(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1

HIPAA Business Associate Addendum

1. Recitals.

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. Permitted Uses and Disclosures of Department PHI by Contractor.

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. Prohibited Uses and Disclosures

- 1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. **Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
 - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
 - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
 - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of

unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

- a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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EXHIBIT E-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
 - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b.** Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of

PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

EXHIBIT E-3**Miscellaneous Terms and Conditions****Applicable to Exhibit E**

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
 - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
 - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- 1) Upper case letters (A-Z)
 - 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)

- 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. **Audit Controls**

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. **Paper Document Controls**

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

TIME REQUIRED

SUBJECT

Letter from Jeff Hansen Regarding
the Housing Shortage in Mono
County

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A letter from Mono County resident Jeff Hansen concerning the housing shortage in Mono County and suggested remedies.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter](#)

History

Time	Who	Approval
9/14/2021 9:35 PM	County Counsel	Yes
9/15/2021 10:00 AM	Finance	Yes
9/17/2021 2:43 PM	County Administrative Office	Yes

From: Kathy Hansen <conspec.kh@gmail.com>
Sent: Tuesday, September 14, 2021 11:02 AM
To: BOS <BOS@mono.ca.gov>
Subject: Letter concerning housing shortage & remedies

You don't often get email from conspec.kh@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL]

Mono County Board of Supervisors
Attached find my letter concerning the housing shortage in Mono County. I read with interest the article in the last Sheet and wanted to share my ideas for solutions with you. Thanks for taking the time to read my correspondence.
Jerff Hansen



Celebrating Excellence - Veteran Owned & American Proud

Jeff Hansen
P.O. BOX 245
LEE VINING CA 93541
(760) 647-6609

13 September 2021

The Sheet
Editor

RE: Discussion of County owned and private lands available for alleviate the housing shortage

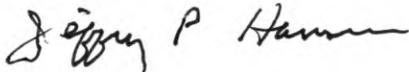
Over the past 50+ years I have spent a lot of time providing housing for others and searching for housing for myself, my friends and my employees all over Mono County especially in the June Lake and Mono Basin areas. The need hasn't changed. Yet the county recently denied a proponent (Tioga Inn) of his desire to provide what could be a perfect solution. There is still time to reconsider given the renewed "crises" at hand and the need for housing is so crucial.

The many "changes" to the custody and ownership of the "Conway Ranch" property reads like a comedy of self imposed errors. Instead of looking for a manageable and meaningful solution for an overall plan the county has grasped at every scheme to get the various funds and grants to perpetuate a potpourri of convoluted changes that would never have occurred absent the "free" outside monies.

I don't want to recall all of the eras of proposed uses of this prized land. However, there is a remaining subdivision in place with many buildable lots complete with water, utilities and paved roads to join the approximately ten homes already built and occupied. The county has tried numerous schemes to utilize the subdivision. Instead it sits there like a ghost town while it could be an immediate solution to our housing problem. The county has shown they cannot manage this "jewel" properly and now their ultimate goal should be to return all appropriate lands to private ownership and management with fiscal responsibility.

While the county ponders over this dilemma they could revisit the Tioga Inn proposal and denial and have another quick and appropriate project at no cost to the taxpayers. That remedy can begin immediately.

Submitted by:



Jeff Hansen



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

Departments: Community Development

TIME REQUIRED 45 minutes

PERSONS APPEARING BEFORE THE BOARD Bentley Regehr, Planning Analyst

SUBJECT Housing Programs Progress Report

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A status update on housing programs, including those listed in the 2019-2027 Housing Element.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 760-924-4602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
1: Housing Element Progress Report

History

Time	Who	Approval
9/14/2021 5:11 PM	County Counsel	Yes
9/16/2021 9:54 AM	Finance	Yes
9/17/2021 2:42 PM	County Administrative Office	Yes

Mono County Community Development

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

September 21, 2021

To: Mono County Board of Supervisors

From: Megan Mahaffey – Finance
Bentley Regehr & Wendy Sugimura – Community Development
Amanda Greenberg – Behavioral Health
Kathy Peterson – Social Services
Stacey Simon – County Counsel
Patricia Robertson – Mammoth Lakes Housing

Re: PROGRESS REPORT ON MONO COUNTY HOUSING PROGRAMS

RECOMMENDATION

Receive update on County housing programs and provide any desired direction to staff.

BACKGROUND

This agenda item and staff report is in response to the following directives:

- At the June meeting, the Housing Authority requested quarterly updates to the Board of Supervisors on housing programs.
- The Grand Jury recommended, and the Board of Supervisors agreed, that a report of current progress on the 2019-2027 Mono County Housing Element should be provided to the Board by September 30, 2021.

Direction was also given at the Housing Authority meeting in June for a future discussion to prioritize and potentially initiate policy decisions related to housing. The original intention was to bring that discussion forward with the quarterly report, however staff capacity was diverted to responding to the Grand Jury report on housing and then to the progress report on the 2019-2027 Housing Element. The policy discussion is therefore expected to occur at a meeting in October.

DISCUSSION OF CURRENT HOUSING FUNDING

Affordable Housing Fund

The Affordable Housing fund consists of several sources and has been assigned to the following uses:

- General Fund - \$400,000: Housing Coordinator salary & other costs for housing-related programs, such as legal expenses related to affordable housing matters.
- Whole Person Care Grant - \$294,053: Housing Coordinator salary, assist those who are homeless or at risk of homelessness; funding was provided to Mammoth Lakes Housing for rental relief programs.
- Sale of June Lake property - \$159,088: Board priorities and other programs that meet housing needs through acquisition, rehabilitation, preservation, or subsidy.

- Sale of Mammoth Lakes property (Davison House) for redevelopment as deed-restricted affordable housing – \$20,034.
- Ongoing discussions with Benton Tribe regarding sale of two units in Benton to provide affordable tribal housing – not to exceed \$10,000.
- Contract with Mammoth Lakes Housing to monitor deed restrictions at various units – not to exceed \$25,000 annually.
- Mitigation fees - \$15,081: Funding was only acquired in 2020, intended for housing priorities identified by the Board and other programs that meet housing needs through acquisition, rehabilitation, preservation, or subsidy.

Community Development Department staff time on Board priorities and housing-related matters, such as applying for grant funding and then implementing programs like the ADU prescriptive design program, greenhouse gas emissions/vehicle miles traveled study CEQA streamlining program, and special district capacity improvement program to support increased housing density, among others, could have been charged to the housing dollars set aside in the funds above. However, this staff time has instead been funded through the department to preserve the funding intended for the Housing Coordinator and provide funding for coordinated implementation. Similarly, Finance Department staff time to apply for and manage HOME and California Development Block Grant (CDBG) funding, and County Counsel staff to prepare and review purchase and sale agreements, deed restrictions, funding documents and other items, has been supported by departmental budgets rather than utilizing these set aside funds. In general, the Board has maintained flexibility for the use of funds by the future Housing Coordinator and for the salary of this position.

After accounting for interest earnings, legal expenditures, and monitoring costs, the affordable housing fund balance is projected to be \$851,232 as of June 30, 2021.

SB 2 Grant Funds

Mono County was awarded \$160,000 from the State SB 2 grant funds and the Board approved two projects: 1) Prescriptive Designs for Accessory Dwelling Units (ADU) and 2) Creation of a California Environmental Quality Act (CEQA) streamlining checklist for greenhouse gas (GHG) emissions and updates that establish vehicle miles traveled (VMT) standards consistent with SB 743. The County has contracted with RRM for the prescriptive design project and EcoShift for the streamlining checklist and VMT updates, and both projects are underway. The final products are expected by June 2022. The projects are staffed by the Building and Planning Divisions.

California Development Block Grant (CDBG)

Mono County has been awarded \$250,000 in CDBG technical assistance funding to inventory special district services, assess special district service capacity barriers to increasing housing stock, and develop programs and projects to overcome those barriers. A Request for Proposals (RFP) was flown earlier this year and no responses were received. Community Development is now working directly with a potential consultant for the project and will fly the RFP again in the near future with the hope of finalizing a contract and starting work by the end of the year. The inventory of special district capacity will also serve to update the Municipal Service Reviews (MSRs) required for the Local Agency Formation Commission (LAFCo). The project is staffed by the Planning Division.

Housing Mitigation Ordinance

The Housing Mitigation Ordinance (HMO) was adopted in December 2019 and went into effect February 10, 2020. As of June 2021, \$15,080.87 in funds have been collected from HMO fees at building permit issuance. Two Director Review permits prohibiting short-term rentals has been issued in order for a property owner to claim an exemption from HMO fees. These activities are staffed by the Building and Planning Divisions.

Regional Early Action Planning (REAP)/Local Early Action Planning (LEAP) Grants

Mono County has received funding under the REAP (\$121,517) and LEAP (\$65,000) grants. The REAP funding application is to hire a consultant to conduct studies or provide technical assistance, in coordination with the County Housing Coordinator, for the purpose of establishing an organizational structure related to housing needs. The LEAP funding application will be used in conjunction with the REAP project to develop a planning document for the County's implementation arm (identified through the REAP project) to carry out the local housing trust fund. Ideally, the Housing Coordinator (see below) should be the lead staff on both of these projects. The application is being handled by the Planning Division.

Staffing

Multiple departments currently participate in County housing programs, including the County Administrative Office, Finance, Community Development, Social Services, and Behavioral Health, and in partnership with external organizations such as IMACA and Mammoth Lakes Housing. Even with additional funding, the current level of activity represents the capacity of current staffing levels.

Mono County is currently recruiting for a Housing Coordinator, who should have the necessary skill set and expertise to take the lead on holistically coordinating and implementing County housing programs and interfacing with the Housing Authority. The position is expected to be filled by the end of 2021.

DISCUSSION OF CURRENT PROGRAMS

The following provides an overview of current Mono County housing programs:

Revolving Loan Fund

On November 17, 2015, the Mono County Board of Supervisors approved resolution R15-81 authorizing the creation of a Revolving Loan Fund (RLF) for the purchase of deed-restricted housing within the Town of Mammoth Lakes and authorizing the CAO, in consultation with County Counsel, to negotiate and execute loan agreements. The revolving loan fund is used for short-term loans (up to one year) from the Mono RLF by Mammoth Lakes Housing for the acquisition and resale of deed restricted housing units within the Town for the purpose of preserving housing for low-income, moderate-income and workforce housing. Units purchased are marketed for sale at below-market rate. Since inception, Mammoth Lakes Housing has utilized the Mono County Revolving Loan Fund for a total of five purchases of deed restricted properties from September 26, 2017, to December 31, 2019. This program is managed by Finance, County Counsel and Mammoth Lakes Housing.

Mono County Rental Units

County-owned housing units include two housing units in Benton. The Benton units are currently rented to the UTU Gwaitu Tribe, are managed by Finance, and a purchase agreement has been drafted between County Counsel and UTU Gwaitu Tribe legal Counsel. The Birch Creek condo was sold to IMACA to create the first transitional housing unit located in Mono County. The deed restriction for Birch Creek is monitored by Mammoth Lakes Housing under a contractual agreement with the County.

County First-Time Homebuyer Program

The Mono County First Time Homebuyer (FTHB) Program provides gap financing to first-time homebuyers that income qualify. The First Time Homebuyer loan portfolio consists of 14 loans ranging from \$54,000 to \$200,000. All loans are 30-year deferred loans with the earliest term being August of 2036 provided the First Time Homebuyers stay in their home and do not sell. The FTHB program is currently operated by Mammoth Lakes Housing (MLH). Total loan portfolio is \$1.8 million which has leveraged \$2.7 million of private investment for a total of \$4.49 million in real estate investment in Bridgeport, June Lake, Mono City, Lee Vining, and Crowley Lake. The First-Time Homebuyer Program has been funded again by the 2018 HOME NOFA and is dependent on spending at least 50% of the current

CDBG technical assistance grant. These programs are managed by Finance and Mammoth Lakes Housing.

Behavioral Health Housing Programs/Activities

Mono County Behavioral Health (MCBH) continues to rent a property in Mammoth Lakes for the purpose of providing transitional housing to clients who meet set criteria. MCBH staff also continue to participate in Eastern Sierra Continuum of Care meetings and initiatives. Mono County Behavioral Health (MCBH) has executed an MOU and a predevelopment loan agreement with Pacific West Communities for 13 future units of permanent supportive housing for individuals with mental illness. These units are planned to be part of Phase I of "The Parcel." Together with Pacific West Communities, MCBH successfully applied for the non-competitive No Place Like Home grant funding, adding \$500,000 to the project.

Social Services Housing Programs

- The Housing and Disability Advocacy Program (HDAP) provides intensive, individualized assistance to homeless, disabled individuals to apply for disability benefit programs, while also providing housing support. Participants are provided case management, benefits advocacy, and housing support.
- The CalWORKs Homeless Assistance (HA) Program helps CalWORKs families meet costs of securing housing through payments for temporary shelter, as well as payments to secure or maintain housing, including a security deposit and last month's rent, or up to two months of rent arrearages.
- Members of the Department regularly participate in the Eastern Sierra Continuum of Care (ESCOC), a coalition of service providers in Alpine, Inyo and Mono Counties that works to coordinate the use of federal homeless assistance funds for homeless families and individuals.
- Recently, the County helped facilitate the transfer of five trailers from the City of LA to IMACA to be used as transitional (and in some cases, permanent) housing for people experiencing homelessness in Mono County.

Community Development Housing Programs

Most Community Development housing programs were discussed previously under HMO, SB 2, CDBG, REAP and LEAP funding; a summary is provided below. The department's primary housing-related activity, however, is processing development applications. The activity level is reflected in the Building & Planning Permit Statistics, presented as a separate agenda item at the June 2021 Housing Authority meeting. The Community Development Department (CDD) does not design, acquire, build, manage, or rent housing projects. CDD processes housing proposals brought to us by applicants and relies on the private market to drive development levels.

- ADU Prescriptive Designs;
- GHG CEQA streamlining and VMT thresholds per SB 743;
- Collection of HMO fees;
- Processing Director Review permits to prohibit short-term rentals in order to qualify for an HMO fee exemption;
- Special district services inventory, identification of barriers, and development of a program to increase district capacity to increase housing stock;
- Securing REAP and LEAP funds to support Housing Coordinator position in establishing an integrated and holistic housing program at the County with an implementation arm; and
- Developing and processing amendments to regulations to streamline, reduce barriers, or incentivize housing production.

At the June Housing Authority meeting, the Board also discussed a list of housing policy items. The Board appeared to have consensus around a General Plan Amendment to allow one RV on non-residential parcels in support of workforce housing for an on-site business, and directed staff to return with a future discussion to prioritize the other policy items based on highest return for the least impact

to staff capacity. Responding to the Grand Jury report and providing a progress report on the 2019-2027 Housing Element were prioritized over this policy discussion, which is expected to occur in October.

Davison House

The County sold the property at 71 Davison Road in Mammoth Lakes in October of 2019 to an affordable housing developer who purchased the property subject to deed restrictions for affordability requiring the creation of 5 units. Thereafter, the County entered into a monitoring agreement with Mammoth Lakes Housing to track compliance with those requirements. The structure requires significant renovation in order to become habitable and the regulatory agreement provides the developer 24 months (i.e., until October of 2021) to conduct those renovations, with the possibility of extension by mutual agreement. The developer has made progress towards renovation, including obtaining demolition permits from the Town, conducting demolition in accordance with those permits and bidding out the remodel work. Unfortunately, timing fell right in the middle of the COVID crisis and bids received were quite high. As a result, the developer has decided to conduct further demolition (so that potential bidders won't have to contend with uncertainty as to what may be hidden in walls, etc.) and then bid the work again. Mammoth Lakes Housing is engaged with the developer on these processes.

The Housing Choice Voucher (Section 8) Housing Program

The housing choice voucher program (Section 8) is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments. Housing choice vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. Under certain circumstances, if authorized by the PHA, a family may use its voucher to purchase a modest home.

As of January 1, 2012, Stanislaus County Housing Authority has been the Mono County Public Housing Agency and operates the Section 8 Housing program for Mono County. The Stanislaus County Housing Authority was invited to participate in the June Housing Authority meeting and provide a report to the Board on its activities and administration of the program, but no response was received.

New funding available under Section 8 for qualifying persons with disabilities is being discussed by the Eastern Sierra Continuum of Care coalition.

PROGRESS REPORT ON 2019-2027 HOUSING ELEMENT

The 2021 Grand Jury report on housing recommended that a progress report on programs in the 2019-2027 Housing Element be presented to the Board (see Attachment 1). If additions or changes to the Housing Element are desired, the recommendation is to leave the Housing Element as is and instead provide direction to staff. Amending the Housing Element is a significant process involving approval from HCD, and would divert staff capacity away from program work and into legislative procedures.

ATTACHMENTS:

1. Progress Report on 2019-2027 Housing Element

Goal 1: Increase Overall Housing Supply, Consistent with County’s Rural Character

1.1 Update opportunity site database and identify sites within or adjacent to existing communities suitable for development targeted at addressing housing needs in the County.

Resources Needed: Accomplished through current staffing

Responsible Agencies: CDD

Timeframe: Update database at least once per housing cycle. Opportunity sites are most recently identified through this Housing Element Update.

Progress: Completed as part of the 2019-2027 Housing Element.

1.2 Adopt at least one regulatory change that improves housing production potential. Potential development standards that could be revised to provide for greater regulatory flexibility that promotes housing development opportunities include:

- **Minimum lot sizes;**
- **Snow storage; and**
- **Establishing performance criteria that can be used in place of inflexible standards.**

Resources Needed: Accomplished through current staffing, identification of viable regulatory changes, development application (for implementation)

Responsible Agencies: CDD

Timeframe: Adopt by 2023; implement changes (if adopted) through at least one project during cycle

Progress: Completed and ongoing. Updates to Chapter 16, Accessory Dwelling Units reduce restrictions on ADUs, including adding ADUs as a permitted use on parcels with multi-family developments, adding jADUs as a permitted use wherever ADUs are permitted, decreasing thresholds for ministerial review, and allowing reduced setbacks if health and safety standards can be met. Consideration of permitting one tiny home/RV on a non-residential parcel to support workforce housing for an on-site commercial business, modifications to General Plan standards for manufactured homes and factory-built housing, among others are under consideration.

1.3 Reduce barriers to tiny home construction and new housing types. Create a definition for tiny homes consistent with California Building Code and evaluate land use designations and sites appropriate for tiny home development. Redesignate at least one parcel to be eligible for tiny home development under current standards.

<p>Resources Needed: California Building Code update to provide standards for tiny homes, reclassification from motor vehicle to real property at state level, General Plan Amendment application by willing landowner</p> <p>Responsible Agencies: CDD, State</p> <p>Timeframe: Redesignate by 2023</p>
<p>Progress: Completed – tiny homes on a foundation are permissible under an appendix in the California Building Code, which Mono County has adopted. In progress – The California Building Code has not created a separate definition for tiny homes on a chassis. Staff is exploring allowing tiny homes on a chassis and RVs on additional land use designations and will bring forward a policy discussion by the end of 2021. Staff will also review and propose modifications to General Plan standards for manufactured homes and factory-built homes that may reduce barriers (also related to 1.2 above).</p>

1.4 Identify future opportunities for CEQA streamlining, including using exemptions when possible.

<p>Resources Needed: Accomplished through current staffing.</p> <p>Responsible Agencies: CDD</p> <p>Timeframe: Ongoing</p>
<p>Progress: Completed – SB-35 streamlining is not applicable since the unincorporated county does not include any urban areas or urban clusters, according to the US Census Bureau definition. In progress – CDD has hired a consultant to complete a Greenhouse Gas Emissions checklist and Vehicle Miles Travelled (VMT) model, which will help streamline CEQA for housing projects. Estimated completion is Spring 2022. Ongoing – Staff will continue to apply CEQA exemptions to housing projects when possible.</p>

1.5 Identify sites within or adjacent to existing communities where infrastructure limits development potential. Participate in the preparation of at least two grant applications by invitation of the infrastructure entities and assist those entities with understanding environmental regulations.

Resources Needed: Viable grant opportunities, partnership with infrastructure entity
Responsible Agencies: CDD (grant application by invitation only), Public Utility Districts, Mutual Water Companies, SCE, BLM, USFS, LADWP, Housing Authority
Timeframe: Ongoing
Progress: In progress – CDD has been awarded \$250k through the CDBG grant to create a needs assessment for special districts in order to identify areas within or adjacent to existing communities where development is limited by infrastructure. CDD is currently in the process of contracting with a consultant. Not started – The study is expected to assist with identification of projects that may compete well for grant funding or other next steps.

1.6 Monitor the requirement for complexes with four units to be approved through a conditional use permit and if it is a constraint on development. Complexes with up to three units are currently a permitted use by-right in multi-family land use designations.

Resources Needed: Accomplished through current staffing.
Responsible Agencies: CDD
Timeframe: Evaluate by 2023. Mitigate constraints within 24 months of evaluation.
Progress: Ongoing – The County approved a Use Permit for a four-unit development in June Lake in 2019. A twelve-unit development, also in June Lake, is currently being processed under a Use Permit. No multi-family complexes have been denied under a Use Permit during this Housing Element cycle. Monitoring will continue.

1.7 Determine viability, feasibility, and value of creating a housing land trust in order to facilitate acquisition of housing and land for affordable housing developments.

Resources Needed: Additional staffing and partnership with outside agency, funding.
Responsible Agencies: CDD, Housing Authority, external partners

Timeframe: Evaluate and, if viable, establish during current housing cycle (2019-2027).

Progress: Not started – The needed resources continue to be unavailable, and therefore this action has not been initiated.

1.8 Consistent with the Land Use Element, continue to require specific plans for large-scale development within community expansion areas. Specific plans allow for a variety of development and can streamline the development process. Approve at least one specific plan during the Housing Cycle.

Resources Needed: Accomplished through current staffing, development application

Responsible Agencies: CDD

Timeframe: Ongoing, as development is proposed.

Progress: Ongoing – The Tioga Inn Specific Plan Amendment for up to 100 housing units was not approved by the Board. An application to amend the Rock Creek Ranch Specific Plan in the Paradise area has been accepted for processing but does not include a housing component. No other Specific Plans have been proposed during this cycle.

1.9 Continue to allow for residential development in the commercial land use designation and approve at least one mixed-use development to utilize the county’s limited land base more efficiently and economically for housing.

Resources Needed: Development application

Responsible Agencies: CDD

Timeframe: Ongoing, as development is proposed

Progress: Complete – Residential development is permissible in the commercial land use designation and is evaluated and approved as development is proposed. Ongoing – No applications for mixed use developments have been submitted during this cycle.

1.10 Establish and adopt minimum allowable densities or increased densities in appropriate community areas or specific plans.

Resources Needed: Accomplished through current staffing, identification of appropriate areas for increased densities.

Responsible Agencies: CDD Timeframe: Adopt by 2027.
Progress: Not started – The question of minimum allowable densities on multi-family residential land use designations was raised through the 2021 Grand Jury report, and the Board responded that an initial policy discussion would be held by the end of March 2022.

1.11 Approve at least five accessory dwelling units (ADUs) used for long-term housing in single-family residential areas during the cycle as provided by Chapter 16 of the Mono County Land Development Regulations. Update ADU ordinances to reflect state law within one year of adoption.

Resources Needed: Development applications. Responsible Agencies: CDD Timeframe: Evaluate ordinances bi-annually and update ordinances within one year of state law changes.
Progress: In progress – Two ADUs have been approved during the cycle. Ongoing – Updates to Chapter 16 prohibit short-term rentals in ADUs and therefore all future ADUs approved during this cycle will meet this action. Approvals are dependent upon the submittal of development applications.

1.12 Pursue at least one grant to improve infrastructure on identified opportunity sites. Seek to combine grant proposals with the Local Transportation Commission (LTC) when appropriate.

Resources Needed: Potential partnership with outside agency, landowner interest, funding. Responsible Agencies: CDD, LTC, Local Utilities Timeframe: Ongoing and as development is proposed.
Progress: Ongoing – A potential joint grant application for improved infrastructure was under discussion as part of the Tioga Inn Specific Plan Amendment, which is an identified opportunity site. A potential application is no longer on the table given lack of approval of the project. No other circumstance has provided the needed resources to pursue this program.

Goal 2: Increase the Supply of Community Housing

2.1 Pursue partnerships with other agencies in the County, such as the Town of Mammoth Lakes, federal, state, and local agencies to identify opportunities to increase housing stock.

Resources Needed: Use current staffing to facilitate partnerships.

Responsible Agencies: CDD, Town of Mammoth Lakes, other agencies

Timeframe: Pursue partnerships on a biannual basis.

Progress: Completed and also ongoing. The County sold the property at 71 Davison Road in Mammoth Lakes in October of 2019 to an affordable housing developer who purchased the property subject to deed restrictions for affordability requiring the creation of 5 units. The project was a joint effort with the Town and Mammoth Lakes Housing. The County maintains funding in the Revolving Loan Fund and First-Time Homebuyer Assistance Fund. The Birch Creek Condo was sold to IMACA for use as transitional housing. The County has continued efforts to sell housing units in Benton for use by the Tribe.

2.2 Review current use and long-term needs of County-owned parcels and evaluate for disposition or development for potential housing sites.

Resources Needed: Accomplished through current staffing, viable parcels for disposition or development.

Responsible Agencies: CDD, Public Works, CAO

Timeframe: Evaluate by 2022, initiate disposition or development by 2027

Progress: In progress – Inventory of County-owned parcels is in progress. Report was presented to the Board on 9/7/21. CAO's office is considering next steps based on Board input.

2.3 Reinstate the Housing Mitigation Ordinance.

Resources Needed: Accomplished through current staffing, Board approval.

Responsible Agencies: CDD, Finance

Timeframe: Bring for Board approval by December of 2019 and every six months thereafter until adopted or rescinded.

Progress: Completed. The Housing Mitigation Ordinance was reinstated and came into effect February 2020.

2.4 Establish a policy on the County’s participation in the purchase of housing units at market rate and deed restricting to an affordable income level. Purchase and deed restrict one unit.

Resources Needed: Funding, outside agency that can manage deed restrictions, funding

Responsible Agencies: Mammoth Lakes Housing or other entity that can manage deed restrictions (i.e. Housing Authority).

Timeframe: Establish policy by December 2020. If approved, participate in a deed restriction by 2027.

Progress: Not started – The necessary resources continue to be unavailable.

2.5 Identify zoning requirements for which more flexible approaches could incentivize more on-site affordable units.

Resources Needed: Accomplished through current staffing.

Responsible Agencies: CDD

Timeframe: Identify and adopt by 2027

Progress: In progress – CDD anticipates bringing forward a policy discussion in late 2021 on allowing tiny homes on a chassis and RVs on additional land use designations, among other ideas.

2.6 Partner with other agencies and employers to ensure that at least one employee housing project qualifies toward meeting the County’s RHNA targets (e.g. consider waiving building permit fees).

Resources Needed: Requires additional staff and participation from outside parties, funding.

Responsible Agencies: CDD, employers, developers, Housing Authority

Timeframe: Evaluate during current housing cycle (2019-2027)

Progress: Not started – The necessary resources continue to be unavailable. However, the County is on pace to meet its RHNA goals in every category but very low income.

2.7 Develop partnerships to encourage the development of at least one housing project for very low, low, and moderate-income households.

Resources Needed: Additional staff and development partner.

Responsible Agencies: CDD, employers, developers, Housing Authority

Timeframe: Establish partnership and develop one project by 2027.

Progress: In progress – One development application in June Lake is proposing a deed-restricted unit. No other circumstances have provided the necessary resources for this program.

2.8 Through the CPT Land Tenure Subcommittee, support land exchanges of existing seasonal housing units on public lands into private ownership so at least one unit becomes available for local year-round housing.

Resources Needed: Accomplished through current staffing and participation from outside parties (land exchange participant)

Responsible Agencies: CPT Land Tenure Subcommittee, CDD, external agencies

Timeframe: As proposed by leaseholders that have appropriate land to trade with a public land manager.

Progress: Not started – The necessary resource of a land exchange participant is unavailable. The County is a facilitator only in this scenario.

2.9 Award at least one density bonus for a qualifying project consistent with state law. Update density bonus regulations regularly to reflect changes in state law.

Resources Needed: Development application.

Responsible Agencies: CDD, BOS

Timeframe: Award at least one density bonus by 2022. Update regulations within one year of adoption of new state law.

Progress: Completed – Regulations are current with state law. In progress – A density bonus has been proposed for a twelve-unit development in June Lake.

2.10 The Board of Supervisors may reduce or waive development processing fees for qualifying extremely low, low- and moderate-income housing units in order to facilitate processing. Staff will work with applicable agencies to promote a reduction or waiving of fees for such projects.

Resources Needed: Accomplished through current staffing, participation from outside parties, and a qualifying application
Responsible Agencies: CPT Land Tenure Subcommittee, CDD, external agencies
Timeframe: Ongoing
Progress: In Progress – A current project in June Lake may be eligible. Staff will work with the developer and bring forward to the Board if the project meets the policy.

2.11 Allow manufactured homes and accessory dwelling units (ADUs) in the same manner and land use designations as stick-built single family homes, and allow accessory dwelling units (ADUs), regardless of zoning and development standards, in any zone with an existing single-family home, consistent with state law (Government Code §65852.3).

Resources Needed: Accomplished through current staffing.
Responsible Agencies: CDD staff
Timeframe: Approve by the end of 2019.
Progress: Completed – Updates to Chapter 16, Accessory Dwelling Units were approved through GPA 21-01 to be consistent with state law. Manufactured homes and ADUs are permissable in all land use designations as stick-built single-family homes. In progress – Additional opportunities to permit manufactured homes and factory-built housing in a fashion more similar to stick-built homes were identified in 2021 and are currently under development.

2.12 Allow single room occupancy dwellings in all land use designations that allow for hotels, condominiums, and similar uses, consistent with California Building Code.

Resources Needed: Accomplished through current staffing.
Responsible Agencies: CDD staff
Timeframe: Adopt General Plan Amendment for single room occupancy dwellings by 2022.

Progress: Not started – Staff will incorporate into the next annual General Plan update.

Goal 3: Retain Existing Community Housing

3.1 Support programs that may improve housing stock quality. Continue outreach through the County website and information counters that provide information to community members about weatherization and energy efficiency strategies and funding/waivers. Pursue at least one rehabilitation grant. Update housing stock survey at least once per housing cycle.

Resources Needed: Accomplished through current staffing and partnerships with outside parties. Additional funding may be needed.

Responsible Agencies: CDD, Finance, Housing Authority, outside agencies

Timeframe: Ongoing

Progress: Completed – Information provided on County website. Mono County currently has a Homebuyer Assistance program administered by Mammoth Lakes Housing funded by the State HOME program. Not started – Some of the necessary resources have continued to be unavailable. The County is not confident demand exists for a rehabilitation grant given the grant requirements, and funding is needed to update the housing stock survey. Therefore, no action has been taken on these items.

3.2 Bolster the County’s Revolving Loan Fund for the purchase and deed restriction of at least one unit.

Resources Needed: Additional funding, deed restricted units for sale in the unincorporated county, partner to manage deed restrictions

Responsible Agencies: Finance Department, Housing Authority, Mammoth Lakes Housing

Timeframe: Explore opportunities by 2022.

Progress: Not started -- No contributions have been made to the Revolving Loan Fund since 2015. The necessary resources (primarily funding) have not been available. This program could be incorporated into the discussion of long-range funding expected by June 2022.

3.3 Fund the rehabilitation loan program, potentially in collaboration with the Town of Mammoth Lakes, to rehabilitate at least five units during the cycle.

Resources Needed: Additional funding, partnership with Town of Mammoth Lakes, homeowner applications.

Responsible Agencies: Finance Department, Town of Mammoth Lakes, Housing Authority

Timeframe: Evaluate by 2023.

Progress: Not started – Funding from the CDBG program carries requirements that appear to make the program unviable. No funding has been available from a more flexible source that could generate more demand, and therefore no action has been taken.

3.4 Establish a program to minimize unintended consequences of the acquisition and resale of deed restriction units, including concerns regarding long-term costs of monitoring.

Resources Needed: Accomplished through additional staff or partnership with Mammoth Lakes Housing, funding

Responsible Agencies: CDD, Finance Department, Mammoth Lakes Housing

Timeframe: Evaluate by 2022.

Progress: Not started – Necessary resources have been unavailable.

3.5 Identify incentives for property owners to convert short-term rentals into long-term rentals, invite all short-term rental property owners to participate, and convert at least one unit.

Resources Needed: Accomplished through current staffing, willing property owners, adequate incentives

Responsible Agencies: CDD, Housing Authority

Timeframe: Establish incentives by 2023, convert unit by 2027.

Progress: Complete and Ongoing – Adopted incentives include an exemption from Housing Mitigation Ordinance (HMO) fees and, if relinquishing a Short-Term Rental Activity Permit, no longer applying for a renewal on an annual basis. One approved short-term rentals has not renewed its annual permit, eliminating one short-term rental uses. In addition, two single-family homes have elected to eliminate the right to apply for short-term rentals in perpetuity to claim an exemption from HMO fees. While permit renewals are regulatory in nature and could be considered a “stick,” the second (HMO fee exemption) is clearly an incentive. The County

has no regulatory means to ensure the units are being rented long-term; other occupancy options are for the units to house occasional/seasonal second homeowners or year-round primary owners, or remain vacant.

3.6 Permit conversion and rehabilitation efforts of at least one development not typically used for long-term housing (i.e. garages or unconditioned space).

Resources Needed: Accomplished through current staffing, development application

Responsible Agencies: CDD, Housing Authority, Finance Department

Timeframe: Permit conversion by 2023.

Progress: Complete and Ongoing – One garage was converted into an ADU in 2020. No other applications to convert non-habitable space into habitable space have been received.

**Goal 4: Ensure All Other Needs
Related to Housing are Met**

4.1 Continue development credit programs in agricultural valleys such as Bridgeport and Hammil that promote the retention of large agricultural parcels for farming purposes by requiring clustered residential development on smaller parcels.

Resources Needed: Accomplished through current staffing, development application

Responsible Agencies: CDD

Timeframe: Ongoing

Progress: Complete and Ongoing – The Development Credit program continues to be applied to development proposals in the Bridgeport and Hammil valleys. No development applications invoking the Development Credit program have been received during this housing cycle to date.

4.2 Disseminate and maintain fair housing information and education materials throughout the county and ensure public awareness of fair housing laws and processes. Refer persons with complaints of housing discrimination to appropriate

online resources including information/links hosted on the Housing Authority website. Continue to make accommodations for persons with disabilities through the permitting process.

Resources Needed: Accomplished through current staffing. Responsible Agencies: CDD Timeframe: Ongoing
Progress: Complete and Ongoing – Information provided on website and appropriate accommodations are made. https://monocounty.ca.gov/housing-authority

4.3 Monitor the need for permanent emergency shelters beyond the County’s community centers and make emergency shelters an outright permitted use in Public Facility (PF) land use designations, as consistent with state law.

Related Programs from 2014 Housing Element Update: 1:8, 1:27 Objective: Identify adequate sites for a range of housing opportunities. Resources Needed: Accomplished through current staffing. Responsible Agencies: CDD Timeframe: Monitoring ongoing, modification to PF by Dec. 2019
Progress: Complete – Emergency shelters were made an outright permitted use in PF in conjunction with the adoption of the Housing Element. Ongoing – Social Services provides the primary staff for emergency shelters and monitors the need for permanent shelters.

4.4 Ensure the Multi-Jurisdictional Hazard Mitigation Plan remains up to date.

Resources Needed: Accomplished through current staffing, re-occurring funding Responsible Agencies: CDD, Office of Emergency Services Timeframe: 2019, 2024 (plan is reviewed and updated on a five-year cycle)
Progress: Complete and Ongoing – Next required update is 2024.

4.5 Provide at least one short-term housing unit for homeless persons and monitor the need to increase services for homeless persons, including short-term housing for victims of domestic violence.

<p>Resources Needed: Accomplished through current staffing, partnerships to manage program, housing unit, funding</p> <p>Responsible Agencies: IMACA, Social Services, Wild Iris</p> <p>Timeframe: Provide housing unit by 2027.</p>
<p>Progress: Complete and Ongoing – The Birch Creek condo was sold to IMACA to create the first transitional housing unit located in Mono County. The Social Services and Behavioral Health departments continues to participate in collaborations and programs to support homeless persons, victims of domestic violence, and other transitional housing needs.</p>

4.6 Allow transitional and supportive housing as a residential use of property, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone, consistent with state law (Government Code §65583(a)(4)(A)).

<p>Resources Needed: Accomplished through current staffing.</p> <p>Responsible Agencies: CDD staff.</p> <p>Timeframe: Modify General Plan Designations by December 2019.</p>
<p>Progress: Complete – Adopted in conjunction with the Housing Element.</p>

4.7 Provide for at least one rental-assisted facility for senior residents.

<p>Resources Needed: Development application.</p> <p>Responsible Agencies: CDD staff – responsible for processing only.</p> <p>Timeframe: Process as development is proposed by 2027.</p>
<p>Progress: Not started – Necessary resources remain unavailable (no proposed developments).</p>

4.8 Provide for at least one intermediate care facility/developmentally disabled habilitative or intermediate care facility/developmentally disabled—nursing or congregate living health facility pursuant to HSC §1267.8, §1267.9, §1267.16, and any other applicable statues, and amend the General Plan to comply with state statutes.

<p>Resources Needed: Development application.</p>

<p>Responsible Agencies: CDD staff – responsible for general plan amendment only.</p> <p>Timeframe: General Plan Amendment by 2021, process applications as development is proposed by 2027.</p>
<p>Progress: Not started - General Plan Amendment will be incorporated into the next annual General Plan update. Other necessary resources remain unavailable (no proposed developments). Resources for a facility are unavailable (no development applications).</p>

4.9 Adopt a reasonable accommodation procedure that provides persons with disabilities exception in land use and zoning laws. The process will not require a CUP or variance and will not be limited to accessibility improvements. The process and procedures will be posted on the County’s website and materials made available at all public counters.

<p>Resources Needed: Accomplished through current staffing.</p> <p>Responsible Agencies: CDD</p> <p>Timeframe: Adopt a procedure by December 31, 2020; Post materials on website by April 1, 2021</p>
<p>Progress: In progress – The Building Division has procedures in place; staff needs to review procedures for the entire department and ensure availability and compatibility.</p>



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

Departments: Bridgeport Valley RPAC

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jimmy Little, Bridgeport Valley RPAC
Chair

SUBJECT Bridgeport Valley Regional Planning
Advisory Committee (RPAC)
Community Survey Report

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Report from Bridgeport Valley RPAC regarding Community Survey.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Jimmy Little

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Survey</p>

History

Time	Who	Approval
9/17/2021 8:55 AM	County Counsel	Yes
9/16/2021 9:54 AM	Finance	Yes
9/17/2021 3:12 PM	County Administrative Office	Yes

Bridgeport RPAC Community Survey

Conducted Fall 2020

Purpose :

Determine areas of focus for the Bridgeport
Community

25 responses received from direct mailings &
social media campaign with direct online
survey (English & Spanish)

Briefly describe your housing situation (I.E. Homeowner, renter, full time, part time, do not live in Bridgeport, etc.)

Full time residents – 13

8 Homeowners

5 Renters

Seasonal residents – 4

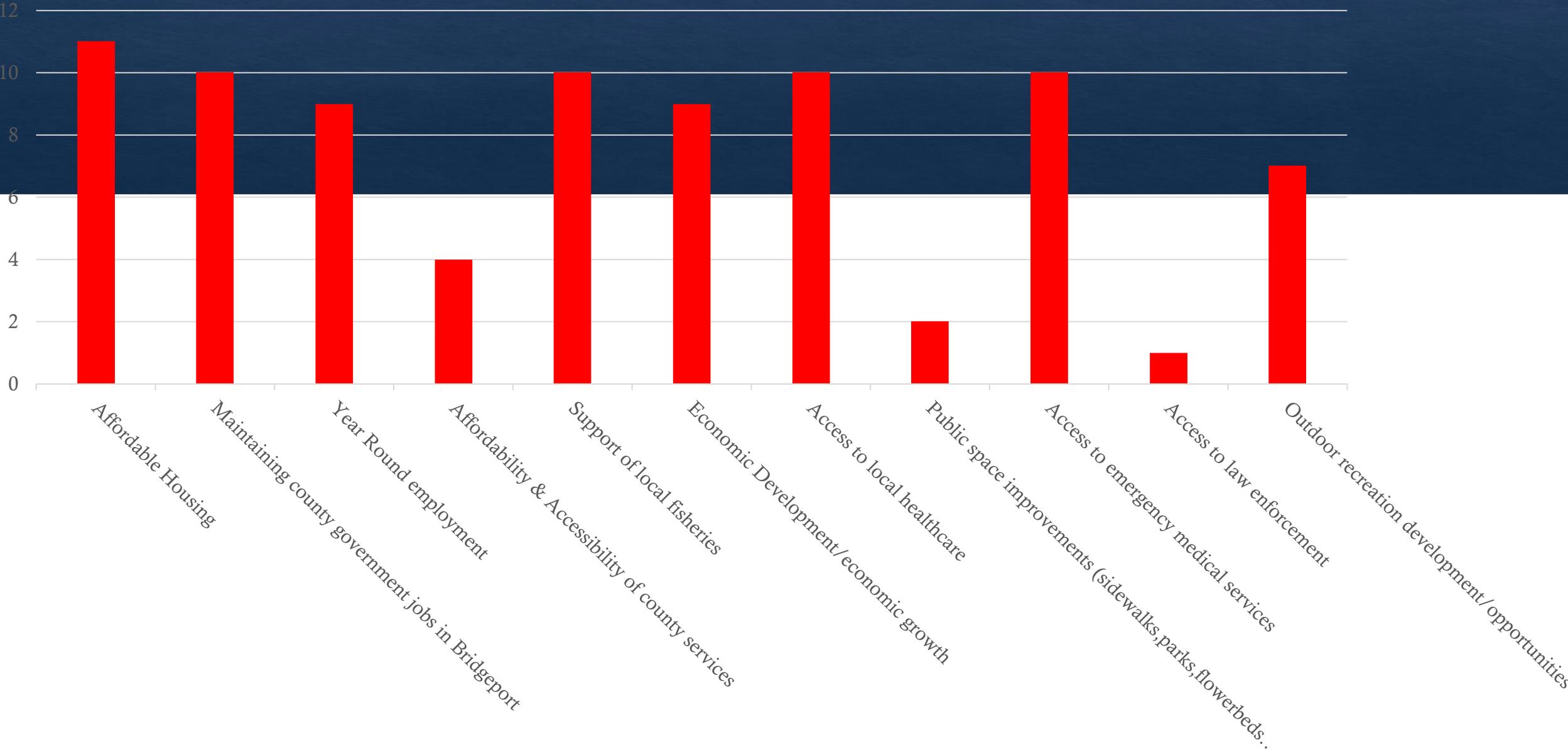
2 second homeowners

1 Former resident with local family

2 vacationers

1 non profit landowner

Please Mark the top three issues you feel are the most important in Bridgeport



Economic:

- “Better support to local businesses”
- “Opening seasonal businesses”
- “Economic dev/growth in Bridgeport”
- “Less difficulty in the process with new businesses”

Standards of Living:

- “Clinic in Bridgeport”
- “Community recreation center”
- “Indoor recreation”
- “There are very few houses to rent”
- “Affordability & accessibility of clean water. Accessibility of a grocery store”
- “Stupid reverse parking”
- “Fix the main street parking. It is horrible at best”
- “Providing nursing help in town. Childcare! A place for kids during the winter. Community programs that are cost effective”
- “Outdoor & environment education. Perhaps a ranger or community member holding fun outdoor educational activities for kids during summertime to learn about the area”

Government:

- “Having more say in county decisions, we are the county seat but it feels like whatever Mammoth says, goes, yet they are only 25% of the population”
- “County employees and sheriff dept. employees not residing in Mono county”

What is an
are of
concern not
on the list you
would like the
RPAC to
focus on?

(unfiltered direct quotes)

Economic:

“I’d love to see Bridgeport and Northern Mono county continue to thrive, not just survive. It seems like the county tourism promote living here and having a business here, but when you try to do that some of the county officials keep putting up roadblocks. They make building/owning home and business quite difficult, unlike the message the county promotes about trying to get people to come, live, own a business”

“I pray Bridgeport is thriving”

“We see Bridgeport having a stronger economy and new opportunities for the public to enjoy the region. In talking with local business owners, there is a need for new, free outdoor recreational opportunities that promote a healthy local community and supports a stronger economy. Many visitors look for close recreational opportunities while they stay overnight in Bridgeport”

“Maintain the business and employment we have now, once they are gone they do not come back!”

“Hopefully having more businesses open year round and maybe more business in general.

“Depends on the economy. Bridgeport can die easy. Needs growth to prevent that”

Where do you
see Bridgeport
in 10 years?
Are there any
long term
projects you
believe should
occur in
Bridgeport?

Standards of Living:

“Less families living here. More support for families to live long term. Better landlord requirements”
“We need a Wal-Mart”
“Hope the small town vibe still exists”
“Community recreation center”
“Have a clinic or hospital”
“Exactly the same as it is now, please”
“Probably the same”
“Seems to be going downhill. Shopping always more limited”

Government:

“Separated status from Mammoth for the whole county decisions”
“Same if not smaller because local and state regulations severely impedes new business opportunities”

Where do you see Bridgeport in 10 years?
Are there any long term projects you believe should occur in Bridgeport?

In your opinion,
what is one area
that the
Bridgeport
community is
excelling in?
What is your
favorite thing
about living in
Bridgeport?

“Community support”

“Being outdoors! General community support”

“Tourism and it’s very quiet, safe and nice town”

“The people who actually live and work here. So very helpful and they truly try to help. I’ve been coming here for 58 years. It was always my dream to live and work here. I’m getting there but it seems like the building department tries to make it somewhat difficult at times”

“Bridgeport is excelling in hospitality to guests! And staying the same. We keep coming to Bridgeport 3 times a year because we count on it being the same and I can fish and not have cell service! Please don’t ever put up another cell tower”

“love all the local new stores like the brewery, bakery, and Sierra Strange”

“jobs for temporary employment”

“helping others, trying to bring more people to the community. The small town feel, the beauty and the great tourists you meet”

“Support of small business”

In your opinion,
what is one area
that the
Bridgeport
community is
excelling in?
What is your
favorite thing
about living in
Bridgeport?

“Small town wholesomeness”

“4th of July, need more ways to draw crowds. The outdoor activities”

“Remoteness, natural beauty. All the things government could not get in the way of”

“If by the community it means the uncoordinated activity and voluntary association of Bridgeport residents we would say we that I’ve been pleased to find that the community has a broad and diverse appreciation for their place. Since we have joined the Bridgeport community in February, we have talked to hikers, anglers, snowmobilers, skiers, retirees, multi-generational residents, forest service employees, and others and they have all expressed an ethic of the place that is admirable”

“It’s a small community and it’s beautiful”

“The rural nature of the area and all the outdoor activities. I love the remoteness. We love living in nature”

“Safe and quiet place”

“Remoteness away from big cities”

“Summer time camping”

Anything else you would like to add or like the RPAC to address.

“We need a clinic and a pharmacy”

“Working with college to offer real life opportunities (example: archeology, Bodie, ecology, reservoir, Visitor Center, etc) It could bring in young blood!”

“Get the off road people in to town to help out local businesses. At this rate we will be a ghost town unless for once the government does something.”

“Possibility to have a high school”

“Promotion of motorized outdoor activities”

Moving Forward

Community Priorities

- ◆ Affordable Housing
- ◆ Economic Development
- ◆ Year round employment
- ◆ More diverse businesses
- ◆ Accessible Healthcare & Emergency Services
- ◆ Expanded recreation opportunities
- ◆ Maintaining our small town vibe

Addressing Bridgeport's Priorities

- Provide awareness to Mono County Board of supervisors
- Develop plans to create year-round employment. Ask for support from Economic Development and Recreation Coordinator. Continue to pursue combined use roads designation along Aurora Canyon road. Restore year-round fishing and barbless hooks to the East Walker river.
- Develop plans to address affordable housing. Work with county staff to understand and explore opportunities of county owned Bridgeport housing/parcels/assets for potential low income development, workforce housing, resale. Explore incentives for second homeowners to provide workforce rental housing.
- Support community access to health clinic at new jail facility.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

Departments: CAO, Public Health

TIME REQUIRED 30 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO; Bryan
Wheeler, Public Health Director;
Stacey Simon, County Counsel

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update on Countywide response and planning related to the COVID-19 pandemic. Presentation regarding AB 361 and AB 369 extending certain Brown Act modifications implemented by Executive Order for the duration of the declared COVID emergency and discussion and direction to staff regarding how upcoming County meetings should be structured.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
9/13/2021 5:56 PM	County Counsel	Yes
9/15/2021 10:00 AM	Finance	Yes
9/17/2021 2:42 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

Departments: Board of Supervisors

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Corless

SUBJECT Golden State Connect Joint Exercise of Powers Agreement

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution approving and authorizing the Chair to execute the Golden State Connect Authority (GSCA) Joint Exercise of Powers Agreement, a project of Rural County Representatives of California (RCRC), to increase access to reliable, affordable high-speed broadband for all rural Californians.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

There is no financial impact to joining the GSCA JPA, and there is no obligation for an individual member county to provide funds to the Golden State Connect Authority, absent a separate future agreement to participate in one (or more) of GSCA's specific programs.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Exhibit
Resolution
Joint Exercise of Powers Agreement

History

Time	Who	Approval
9/14/2021 3:36 PM	County Counsel	Yes
9/15/2021 11:50 AM	Finance	Yes
9/17/2021 2:42 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: September 21, 2021

Re: Golden State Connect Joint Powers Authority

Requested Action

Adopt proposed a resolution approving and authorizing the Chairperson to execute the Golden State Connect Authority Joint Exercise of Powers Agreement.

Background

On August 18, 2021, the Board of Directors of Rural County Representatives of California (RCRC) voted unanimously to approve the formation of a Joint Powers Authority (JPA), Golden State Connect Authority, for the purpose of expanding broadband access and quality in rural counties. Following approval by the RCRC Board, the next step in establishment of this entity is to provide the Golden State Connect Authority JPA to each RCRC Member County for review and approval by the Member County Boards of Supervisors.

Activities within Golden State Connect Authority will focus exclusively on broadband. All RCRC member counties are welcome and encouraged to join. There is no financial impact associated with joining the JPA, and no obligation for individual member counties to provide funds to the Authority, absent a separate agreement to participate in one (or more) of the specific programs. As with RCRC, the proposed new entity will be governed by delegate Supervisors from each member county, and day-to-day operations will be administered by RCRC staff.

The primary goals for the project structure are:

- to ensure that elected County Supervisors retain control of the program, with day-to-day administration provided by RCRC staff,
- to allow for partnership agreements between like-governmental entities for the operation and advancement of the program of work, and,
- to attract public and private investment in the program, as necessary and appropriate.

Initial areas of focus for broadband work on behalf of Member Counties will include:

- Foundational Readiness: Ensure all member counties have broadband strategic plans

- Capacity Building: Equip rural counties with information and resources about innovative models and approaches to broadband deployment
- Demonstration Projects: Implement open-access municipal broadband projects

Financial Impact

There is no financial impact to joining the GSCA JPA, and there is no obligation for an individual member county to provide funds to the Golden State Connect Authority, absent a separate future agreement to participate in one (or more) of GSCA's specific programs.

Attachments

- RCRC Rural Broadband Initiative
- Resolution approving the Golden State Connect Authority Joint Exercise of Powers Agreement
- Proposed Golden State Connect Authority Joint Exercise of Powers Agreement

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.

Rural County Representatives of California

BROADBAND FOR RURAL CALIFORNIA

Objective: Increase access to reliable, affordable high-speed broadband for all rural Californians

RCRC is preparing the formation of a joint powers authority entitled Golden State Connect Authority to implement RCRC's objective through advancing the establishment of broadband infrastructure in rural counties.

This will occur in three phases:

51.3% of rural Californians do not have access to high speed internet

- CPUC, "CASF" (April 2021)

1. Ensure all member counties have broadband strategic plans



RCRC is serving as the collective applicant on a U.S. Economic Development Administration grant to fund the development of broadband strategic plans in 26 RCRC member counties that do not have one.



11 Member Counties with Plans

26 Member Counties Participating in Grant

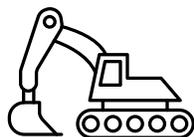
2. Equip rural counties with information and resources about innovative models and approaches to broadband deployment



GSCA will conduct workshops to inform rural counties of the innovative models and approaches for delivery of reliable, affordable, high-speed broadband and to showcase successful municipal broadband projects from across the U.S.



3. Implement open-access municipal broadband demonstration projects



GSCA will install broadband fiber in an open-access, public-benefit, municipal model beginning with two locations and then expanding to additional project locations.



Note: Phases and activities listed are dependent upon establishment of Golden State Connect Authority and the approval of its board. All dates listed are estimates and subject to change.



The Rural County Representatives of California (RCRC) is a thirty-seven member county strong service organization that champions policies on behalf of California's rural counties.
www.rcrcnet.org



R21-__

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF MONO APPROVING AND AUTHORIZING THE
CHAIRPERSON TO EXECUTE THE GOLDEN STATE CONNECT AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

WHEREAS, on August 18, 2021, the Board of Directors of Rural County Representatives of California (RCRC), of which Mono County is a member, voted to create a new joint powers authority for the purpose of expanding broadband access and quality in rural counties, and authorized submission of the proposed Golden State Connect Authority Joint Exercise of Powers Agreement (“GSCA JPA”) to RCRC member counties for approval; and

WHEREAS, the proposed GSCA JPA been provided to each RCRC member county for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of Mono have each been provided with a copy of the proposed GSCA JPA for review; and

WHEREAS, the Board of Supervisors of the County of Mono desires to approve the proposed GSCA JPA and join the Golden State Connect Authority as a Member county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF Mono as follows:

1. The Board of Supervisors hereby approves and authorizes the Chairperson to execute the GSCA JPA, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the President of RCRC.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021, by the following vote, to wit:

AYES:

NOES:

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ABSENT:

ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

GOLDEN STATE CONNECT AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

- A. WHEREAS, the Joint Exercise of Powers Act, Government Code section 6500 et seq., permits two or more public agencies by agreement to jointly exercise any powers common to the contracting parties, and further provides additional powers; and
- B. WHEREAS, the Members have the common power to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service, pursuant to Government Code section 26231; and
- C. WHEREAS, the Members further have the common powers to establish programs to meet the social needs of their population, including promoting the economic development and welfare of their communities, and to do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement, pursuant to Government Code sections 12100 et seq., 26227, 52200 et seq., and 53703; and
- D. WHEREAS, access to broadband is an increasingly essential resource for educational opportunity, health care access, economic growth, and civic engagement, and despite the importance of broadband, access remains uneven throughout the state, particularly in rural areas; and
- E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of making reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members

individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Connect Authority (GSCA), established by this Agreement.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Broadband internet access service" has the same meaning as defined in Government Code section 53167, as hereafter amended.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which as member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Participating Entity" shall mean any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services, which participates in the Authority pursuant to Section 4.d.

“Program” or “Project” means any work, improvement, program, project or service undertaken by the Authority.

“Rural County Representatives of California” or “RCRC” means the nonprofit entity incorporated under that name in the State of California.

“Supervisor” means an elected County Supervisor from a Member county.

2. Purpose

The purposes of the Authority are to make reliable and adequate communications services and connectivity available for the benefit of rural communities, businesses, and residents, including without limitation establishing and operating programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, and directly providing such services in substantially the same manner as a municipal utility. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to its Members as provided herein, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable laws, including provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members; Participating Entities

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. Any public agency (as defined in California Government Code section 6500) or joint powers authority that is authorized to provide, permit, or facilitate broadband internet access service or related telecommunications services may become a Participating Entity upon Executive Committee or Board approval and adoption by the governing body of said public agency of a

participation agreement in the form prescribed by the Authority.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purposes, as set forth in Section 2, the Authority shall have the power to exercise any and all powers common to the Members, including without limitation all those powers set forth in the Recitals, and any additional powers otherwise authorized by the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member may also separately exercise any and all such powers. Pursuant to Government Code section 6509, the powers of the Authority shall be those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. Without limiting the generality of the foregoing, the Authority shall further have the following specific powers:

- (1) To establish and operate programs and projects to facilitate provision and expansion of broadband internet access service and related telecommunications services in rural communities, including without limitation all powers authorized pursuant to Government Code section 26231, as hereafter amended.
- (2) To acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) To do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement in furtherance of the purposes of the Authority.
- (4) To finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without

limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act.

- (5) To issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Executive Committee or Board under any applicable provision of law. The Authority may receive funds from any lawful source and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds.
- (6) To issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may further utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.
- (7) To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law.
- (8) To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, tribal or other local public agency.
- (9) To promulgate, adopt and enforce any ordinances, policies, rules and regulations as may be necessary to implement and effectuate the terms, provisions and purposes of this Agreement.
- (10) To exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do, in its own name, all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property, tangible or intangible, wherever located, including the common power of the parties hereto to acquire any real or personal property, tangible or intangible, and

- any interests therein, wherever located, by the power of eminent domain;
- (5) incurring debts, liabilities or obligations,
 - (6) receiving and administering trusts, bequests, grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations, tribal governments, or any other governmental entities,
 - (7) suing and being sued in its own name, and litigating or settling any suits or claims,
 - (8) prescribing, setting the amount of, revising, and collecting, by any lawful means, user charges and fees necessary to carry out the purposes of this Agreement, including without limitation fees and charges for services provided and the use of any real, personal, or intellectual property of the Authority,
 - (9) assessing fees on Members and Participating Entities who elect to participate in programs or projects of the Authority,
 - (10) cooperating and contracting with other public agencies in furtherance of the purposes of the Authority, including state and federal agencies, tribal agencies and agencies of other states, in accordance with applicable law,
 - (11) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects in furtherance of the purposes of the Authority,
 - (11) To make any regulatory filings or reports required by federal or state law related to broadband internet access service and telecommunications services, and to participate in relevant rulemaking and adjudicative proceedings
 - (12) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Executive Committee or Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Executive Committee or Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members nor the Authority shall be obligated to pay the principal of or

premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b.

c. The governing body of each Member of the Board shall appoint a Supervisor as an Alternate to serve on the Board in the absence of the Delegate; the Alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No Alternate may have more than one vote at any meeting of the Board, and any Member's designation of an Alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such Alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c.

d. Delegates shall not receive compensation for serving as Delegates but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

e. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

f. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

g. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually but may meet more frequently upon call of any officer or as provided by action of the Board. The date and hour and place of each regular meeting shall be fixed by action of the Board.

b. Meetings of the Board, including special and emergency meetings, shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. A majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director and Secretary of the Authority. The Chief Financial Officer of RCRC shall likewise serve *ex officio* as the Chief Financial Officer, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Chief Financial Officer, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Chief Financial Officer, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. **Executive Committee of the Authority**

a. Composition

The Authority shall have an Executive Committee comprised of no fewer than nine (9) and no more than eleven (11) members of its Board. The Executive Committee shall consist of the following members:

- (1) The Chair and Vice Chair of the Authority.
- (2) Any members of the Executive Committee of RCRC who are presently serving on the Board of the Authority.
- (3) If there are fewer than nine (9) members serving on the Executive Committee under subsections (1) and (2), the Board shall appoint one or more additional Delegates to the Executive Committee at-large, so that the Executive Committee has nine (9) members.

b. Powers and Limitations

- (1) Except as otherwise directed by the Board, the Executive Committee shall exercise all powers of the Board as necessary to conduct the business and affairs of the Authority between Board meetings, provided that the annual budget must be approved and adopted by the Board.
- (2) The Executive Committee shall further have the power to approve, upon a two-thirds vote of the full membership, projects or programs to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service and any telecommunications services necessary to obtain federal or state support for the acquisition, construction, improvement, or maintenance of broadband infrastructure or operation of broadband internet access service.
- (3) Other duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the

Board.

- (4) The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. **Disposition of Assets**

Unless otherwise provided by the Board, upon termination of this agreement, any assets in the possession of the Authority after payment of all liabilities, costs, expenses and charges incurred under this Agreement shall be distributed as follows:

a. Broadband or telecommunications infrastructure shall be distributed to whatever public entity or entities, if any, that have assumed responsibility for provision of broadband internet access service or telecommunications services, respectively, within the territory served by such infrastructure. Ancillary real property, agreements, books and records, and customer data shall similarly be distributed or assigned, in accordance with applicable law.

b. Any assets not distributed under Section 11.a shall be disposed of as the Board shall determine with the objectives of allowing any broadband or telecommunications systems operated by the Authority to continue operating as going concerns to the extent practicable, and otherwise of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

c. All Members will cooperate in good faith to implement this Section in a manner that, to the extent required by this Section or as directed by the Board, continues the provision of services and minimizes disruption to customers; preserves the value of the broadband and telecommunications infrastructure as a going concern; and completes any transition and distributions in a timely manner.

12. **Agreement Not Exclusive**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members.

13. **Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. **Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any

advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members; Breach

If any Member shall default in performing any covenant contained herein, such default shall not excuse that Member from fulfilling its other obligations hereunder, and such defaulting Member shall remain liable for the performance of all covenants hereof. Each Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

a. To the full extent permitted by law, the Executive Committee or Board shall

authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

b. The Authority shall indemnify, defend, and hold harmless the Members hereto and their officers, agents, servants, and employees, from any and all claims, losses, damages, costs, or liabilities resulting to any person, firm, or corporation or any other public or private entity from any cause whatsoever arising from or in any way connected with the performance and exercise of the Authority's powers, except where such indemnification is prohibited by law.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board.

20. Withdrawal of Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any

termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member from obligations incurred by such terminated or withdrawing Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

h. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Authority and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of the parties hereto.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

COUNTY OF _____

By: _____

Dated: _____

Name:

Title:

Attest:

By _____

Clerk of the Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

Departments: CAO

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Employment Agreement - County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution approving a contract with Scheereen Dedman as County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R21-___, approving a contract with Scheereen Dedman as County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for an entire fiscal year would be \$135,687 of which \$109,762 is salary and \$25,925 is the cost of benefits, and was included in the approved budget.

CONTACT NAME: John Craig

PHONE/EMAIL: 760-932-5414 / jcraig@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Employment Agreement

History

Time	Who	Approval
9/13/2021 5:55 PM	County Counsel	Yes
9/15/2021 11:23 AM	Finance	Yes
9/17/2021 2:43 PM	County Administrative Office	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Robert C. Lawton
County Administrative Officer

John Craig
Assistant County Administrative Officer

September 21, 2021

To: Board of Supervisors
From: Robert C. Lawton, CAO
Date: September 21, 2021
Re: Employment Agreement with Scheereen Dedman

Recommended Action

Adopt Resolution #R21-___, approving a contract with Scheereen Dedman as County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors (hereinafter "Clerk"), and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Discussion

With the retirement of Shannon Kendall, Ms. Dedman was selected as the successful candidate and offered the position of Clerk with Mono County. Ms. Dedman was hired by the County in 2017 as Senior Deputy Clerk – Elections Assistant. Given her experience in the County we are excited about having her continue her work as the Mono County Clerk and the overall management of the County.

We are very pleased to have Ms. Dedman assume the role of County Clerk and believe that she will be an outstanding addition to the office.



RESOLUTION NO. R21-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH SCHEEREN DEDMAN
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Scheereen Dedman, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Dedman. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 21st day of September 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Jennifer Kreitz, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF SCHEEREEN DEDMAN
AS COUNTY CLERK / RECORDER / REGISTRAR OF VOTERS / CLERK OF THE BOARD OF
SUPERVISORS FOR MONO COUNTY**

This Agreement is entered into by and between Scheereen Dedman and the County of Mono (hereinafter “County”).

I. RECITALS

Scheereen Dedman (hereinafter “Ms. Dedman”) is currently employed by County as its Assistant to the County Administrative Officer. The County wishes to now employ Ms. Dedman as its County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors (hereinafter “Clerk”) in accordance with the terms and conditions set forth in this Agreement. Ms. Dedman wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence September 21, 2021 (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Dedman shall be employed by Mono County as Clerk, serving at the will and pleasure of the County Administrative Officer (CAO). Ms. Dedman accepts such continued employment. The CAO shall be deemed the “appointing authority” for all purposes with respect to Ms. Dedman’s employment. The CAO and Ms. Dedman will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Dedman’s work. Ms. Dedman’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Dedman’s salary shall be initially set at Range 14, Step C of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Dedman understands that she is responsible for paying the employee’s share of any

retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Dedman shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “*Management Benefits Policy*”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Ms. Dedman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Dedman’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Dedman may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Dedman’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Dedman’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the CAO.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Dedman shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Dedman’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Dedman understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Dedman cease rendering

such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Dedman's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Dedman's employment, the CAO may terminate Ms. Dedman's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Dedman understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in her or her discretion, take during Ms. Dedman's employment.
10. In the event of a termination without cause under paragraph 9, Ms. Dedman shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Dedman shall not be entitled to any severance pay in the event that the CAO has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Dedman shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Dedman may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Dedman shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment

of Ms. Dedman and shall supersede and replace, in its entirety, the Agreement for Employment of Scheereen Dedman as Assistant to the County Administrative Officer, entered into on July 6, 2021, and adopted by Resolution R21-52 of the Mono County Board of Supervisors, which shall be of no further force or effect.

13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Dedman's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Dedman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Dedman shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Dedman is convicted of a crime involving abuse of office or position.
14. Ms. Dedman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Dedman further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this 21st day of September, 2021.

EMPLOYEE

THE COUNTY OF MONO

Scheereen Dedman

By: Jennifer Kreitz, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 21, 2021

Departments: CAO, Board of Supervisors

TIME REQUIRED Public Hearing: 1:00 PM

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT PUBLIC HEARING: 2021 Redistricting
Communities of Interest

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Focused work on collecting input on Communities of Interest. Communities of Interest are areas, including formally recognized communities or neighborhoods or portions of a community, which have common characteristics or interests. Where possible, it is generally desirable to keep these geographic areas grouped together so that they may be represented by the same supervisor.

The work done in this meeting will be to capture the general boundaries of these geographies on a map so that they may be reviewed and used by individuals proposing supervisor districts in future steps of the process.

RECOMMENDED ACTION:

Conduct public hearing. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval

9/17/2021 10:06 AM	County Counsel	Yes
9/15/2021 10:00 AM	Finance	Yes
9/17/2021 2:43 PM	County Administrative Office	Yes