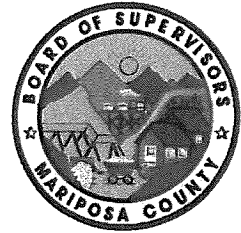


MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-263

MEETING: May 11, 2021
TO: The Board of Supervisors
FROM: Shannon Gadd, Health and Human Services Agency Director
RE: Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) with Self Help Enterprises (SHE) and AWI Management Corporation (AWI) to establish accountability and cooperation in a project for housing development in designate site; and Authorize the Director of Health and Human Services Agency (HHSA) to sign the MOU.

SHE is developing a 42-unit affordable rental project in Mariposa. The site is located at 5118 Fournier Road, also identified as APN 012-140-024, in Mariposa. The project will provide multifamily housing units targeted to low- and very-low income homeowners. Prices and financing will ensure that all units will be affordable to renters below 60% of county median income. SHE is applying for funding under the No Place Like Home program for 7 one-bedroom units, 2 two-bedroom units and 2 three-bedroom units (the "NPLH units") that will be designated as Permanent Supportive Housing, as defined in Article I, Section 101. (ee), under the No Place Like Home Guidelines.

AWI will provide on-site property management services for the project. Key responsibilities for AWI will include the following: 1)Accept and process referrals for move in and enforce the terms of the lease and house rules, 2)Communicate with HHSA if behavior issues exist so case workers can council the resident, and 3)Advise when a notice to vacate is given for a NPLH unit so HHSA can send vetted applicants to process for move in.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has no prior history with the mentioned entities for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this MOU is withdrawn, the mentioned project will run the risk of not meeting quality standards and potentially result in a missed opportunity to address housing concerns in Mariposa County.

FINANCIAL IMPACT:

**There are no additional costs associated with this MOU at the present time.
There is no impact to the County General Fund.**

ATTACHMENTS:

MOU with AWI and SHE_Final Reviewed (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

**MOU Between Self-Help Enterprises,
Mariposa County Health & Human Services Agency and AWI**

Background and Intent

This agreement for services entered into March 31, 2021, is between Self-Help Enterprises (SHE), a nonprofit public benefit corporation, Mariposa County Health & Human Services Agency (MCHSA), a governmental entity, and AWI Management Corporation.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Self-Help Enterprises (SHE) and Mariposa County Health & Human Services Agency (MCHSA) and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, SHE will contract with AWI and the property management responsibilities in this MOU will be assigned to AWI through the property management agreement for the project.

WHEREAS, SHE is developing a 42-unit affordable rental project in Mariposa. The site is located at 5118 Fournier Road, also identified as APN 012-140-024, in Mariposa. The project will provide multifamily housing units targeted to low- and very-low income homeowners. Prices and financing will ensure that all units will be affordable to renters below 60% of county median income.

WHEREAS, SHE is applying for funding under the No Place Like Home program for 7 one-bedroom units, 2 two-bedroom units and 2 three-bedroom units (the "NPLH units") that will be designated as Permanent Supportive Housing, as defined in Article I, Section 101. (ee), under the No Place Like Home Guidelines.

WHEREAS, "Supportive Housing" has the same meaning as in Section 50675.14 of the Health and Safety Code, that is, housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

WHEREAS, residents eligible for the NPLH units must be Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness as defined under Section 101 of the Guidelines, and at least one person residing in each NPLH Assisted Unit must qualify as having a Serious Mental Disorder or as being a Seriously Emotionally Disturbed Child or Adolescent as defined under Welfare and Institutions Code section 5600.3 ("target population")

WHEREAS, participation in available supportive services by NPLH residents shall be voluntary, access to or continued occupancy in housing cannot be conditioned on participation in services or on sobriety.

WHEREAS, SHE will contract with AWI to manage and maintain the property along with asset management services as assigned,

WHEREAS, AWI has experience managing housing for the target population.

WHEREAS, MCHHSA has agreed to provide supportive services for the target population for a period of 20 years, and will either provide direct services or contract with a qualified agency to provide some or all of the services;

Therefore, in an effort to achieve a healthy and integrated community, and maximize collaboration between the parties, Self Help Enterprises, Mariposa County Health & Human Services Agency and AWI agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

The parties to this MOU have been selected specifically for their expertise and demonstrated success in serving the eligible population and delivering positive outcomes in a supportive housing environment. Important outcomes include, but are not limited to, residential stability, improved physical health and mental health, reduced use of acute and emergency services, increased resident incomes, and resident participation in vocational programs.

Responsibilities of SHE and MCHHSA (AWI responsibilities are separately stated.)

Participate in a collaborative planning process that develops and strengthens linkages between the agencies, which will finance and deliver housing and services to low-income, chronically homeless, or at risk of chronic homelessness and severely mentally ill individuals.

- Facilitate the development of inter-disciplinary and inter-agency strategies to more effectively meet the needs of those who are low-income, chronically homeless, or at risk of chronic homelessness and severely mentally ill, including the provision of social services linked to permanent housing, which coordinate staff and resources to reduce the fragmentation and barriers encountered by the target population and support them in stabilizing their health and maintaining housing.
- Work with other collaborative members to appropriately share information and decision-making, through case conferences and other strategies as needed, to deliver services appropriate to the target population while implementing appropriate safeguards to protect resident confidentiality.
- Participate in relevant trainings to be either offered directly through the Mariposa County Health & Human Services Agency Department or referred to by MCHHSA; for example, training in confidentiality requirements, fair housing laws, emergency protocols, etc.
- Work in partnership with Service Provider to identify service needs, develop program strategies and implement services in a manner that respects the dignity and diversity of all participants.
- Participate, as needed, in efforts to obtain and analyze data to document the cost-effectiveness of services linked to permanent mixed-supportive housing, while protecting and respecting individuals' confidentiality and privacy rights.
- Operations Meetings: Designate a minimum of one representative to participate in regular Operations Meetings convened by SHE. Meetings are to be attended by at least one representative from SHE, MCHHSA, and AWI (as needed)

- Work collaboratively to implement the NPLH Supportive Services Plan and the shared commitment to ensure voluntary wrap-around supportive services are available to all residents.
- Agree to collaborate to implement Housing First practices, consistent with the core components set forth in Welfare and Institutions Code Section 8255(b);
- Confidentiality: All parties agree that, by virtue of entering into this Agreement, they will have access to certain confidential information regarding residents and the other parties' operations related to this project. None of the parties bound in this MOU will at any time disclose confidential information and/or material without the consent of the subject resident unless such disclosure is authorized in this agreement or required by law; all HIPAA regulations apply to this initiative. Unauthorized disclosure of information shall be considered a material breach of this Agreement. Where appropriate, releases will be secured before confidential information is exchanged. Confidential information will be handled with the utmost discretion and judgment.
- Nondiscrimination: There shall be no discrimination against any persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, disabilities, ancestry, or national origin in the operations of the project described in this MOU.
- Severability: In the event any provision of this Agreement 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 Agreement.
- Termination: This MOU may be terminated in its entirety by any party, without cause, upon not less than sixty (60) calendar days written notice to other participants.
- Agree to participate in the designated Coordinated Entry System for referrals for housing from the target population.

Responsibilities of Organizations Developing, Operating, and/or Providing Permanent Housing (Self-Help Enterprises)

- Facilitate resident participation in developing community, which supports the maintenance of a safe, clean, supportive housing environment and enforces the terms of resident lease agreements, including community rules.
- Foster a positive relationship among residents and stakeholders in order to create a strong, successful community at the property.
- Facilitate the provision of appropriate support services and resident activities by providing space and reasonable access to facilities for individual consultation, group meetings, and opportunities for outreach to residents.
- Collaborate with service partners to facilitate procedures to inform residents of the services that are available to them on a voluntary basis (e.g., resident orientation, notices, bulletin boards, etc.), and

establish and implement procedures to notify service partners of residents experiencing housing difficulties.

- Work in concert with MCHHSA to ensure a seamless and successful connection between referrals of new applicants and the provision of Support Services and Property Management responsibilities.
- Perform duties in compliance with all regulatory agencies that have oversight responsibilities with respect to the Apartments in order to maintain the property for the target population, as long as adequate rental subsidies are available.
- Monitor the performance of Property Management, Support Services and all ancillary services associated with the Apartments on a regular basis to ensure the physical, financial and operating integrity and success of the Apartments.
- Provide, or facilitate the provision of, building maintenance, security, and other Property Management services in a manner that provides quality, safe, permanent affordable housing to those who are low-income, formerly homeless and/or severely mentally ill.
- Ensure that Property Management staff and Support Services staff have a basic understanding of the needs of people who are low-income, formerly homeless and/or severely mentally ill.
- Clinical Meetings: Along with Service Provider case managers, appropriate on-site Support Service staff, and appropriate implementation specialists, designate an owner representative to attend regularly scheduled Clinical Meetings to: Facilitate the coordination of property management, case management, and on-site support services, and address specific building and/or resident issues. Designated On-site Support Services staff will convene these meetings.
- Senior supervisors of SHE and support services provider will hold regular Operations Meetings with the focus on global issues regarding the care of the property and outcome goals.
- Support and SHE staff will participate in regularly scheduled Resident Advisory Committee meetings. The purpose of the meetings will be to identify needed improvements for the site, to plan and implement community activities, to identify new or unmet needs and plan for services to address them, and to establish and maintain effective and respectful communication among all parties.
- SHE and MCHHSA shall facilitate supportive services for all units in addition to NPLH services, such as an after-school program, financial literacy and other adult education and wellness classes.

Responsibilities of Organizations Providing On-site Property Management Services (AWI)

- Provide professional property management services for the Project.
- Accept and process referrals for move in and enforce the terms of the lease and house rules.
- Communicate with MCHHSA if behavior issues exist so case workers can council the resident.
- Advise MCHHSA and case worker in the event a lease violation is served – so the case worker can assist.

- Advise when a notice to vacate is given for a NPLH unit so MCHHSA can send vetted applicants to process for move in.
- Meet with SHE, MCHHSA, tenant representatives and Support Services Staff on an as-needed basis per the direction provided in this MOU (not to include case management or disclosures subject to HIPAA regulations).
- Protect resident/applicant confidentiality and privacy rights.

Responsibilities of Organization Providing On-site Support Services (MCHHSA or contracted service provider)

- Hire, orient and supervise a team of qualified staff to provide the clinical case management services patterned after the wellness and recovery model.
- Provide outreach and client-centered case management and treatment services to address NPLH resident needs, including mental and physical illness and substance abuse. Services will include voluntary participation in generalized case management services.
- Coordinate with on-site Support Services and NPLH residents to implement and evaluate group discussions and activities that are designed to support residents individually and communally.
- Emphasize participant referral to primary care and assist with follow-up.
- Conduct orientations and needs assessments for all NPLH residents as they move into housing. Assessments assist staff and NPLH residents in identifying issues which may affect their ability to retain housing and present the opportunity to work with NPLH residents on addressing those issues.
- In collaboration with each participant, develop a personalized treatment plan that facilitates his/her compliance with community and program rules and his/her integration into the housing community.
- Provide wraparound services to participants including mental health services, substance abuse treatment, case management, and follow-up with medical providers and participant appointments.
- Provide intensive outreach to non-engaged residents on a consistent and regular basis.
- Meet with individual residents as indicated by each resident's individualized treatment plan to obtain their input into the development and delivery of services, and to engage them in support services, as appropriate.
- Offer assistance with independent living skills and problem solving to severely mentally ill individuals who obtain permanent housing, and assist them in accessing community services (i.e., money management, medical services, substance abuse/mental health treatment, employment, education, benefits information) through information, referrals, advocacy, and additional followup, as necessary.

- Provide assistance to residents in learning housekeeping skills, including bringing in furniture from reputable sources, pest control, room cleaning, shopping for cleaning supplies, laundry, food preparation and clean up.
- Help develop and follow emergency and other program procedures.
- Clinical Meetings: Designate at least one representative to meet with SHE and other partners at the housing site on a regular basis to discuss issues such as resident behavior, policy issues, resident crises, building policies, and how to effectively address such issues.
- Facilitate resident participation in developing community, which supports the maintenance of a safe, clean, supportive housing environment. Help residents understand and meet their obligations with respect to resident agreements and community rules, and in the resolution of conflicts.
- Be engaged with all partners involved during the resident selection, move in and housing maintenance processes, to positively assist project partners and residents in transitioning smoothly into housing.
- In collaboration with project partners, service provider engages in the ongoing re-leasing of units at the Apartments, through participation in the Central Sierra Continuum of Care (CoC) Coordinated Entry System (CES) for eligibility assessment and resident selection for the NPLH units, in compliance with the target population criteria. The resident selection process will employ a Housing First approach, including low-barrier entry, harm reduction and reasonable accommodation, and will comply with basic resident protections established under federal, state, and local law. Resident selection and referral will take place within 7 days of notification of an upcoming tenant vacancy or if no tenant notice to vacate is provided, within 7 days of notification of the vacancy
- Upon new tenant referral, service provider will provide letter to Property Management confirming eligibility of NPLH tenant. Service provider will retain full records of eligibility including documentation of homeless and mental health statuses.
- If a reasonable accommodation is requested by a NPLH tenant, the service provider will assist with application preparation and, where possible, lease up materials.
- In collaboration with project partners, service provider will develop case management service plans and coordination that meet the needs of the residents residing at the Apartments.
- Identify critical policy issues that may require modification of current rules or practices in providing services.
- Facilitate community-building activities (i.e. educational workshops, trainings, building socials, support groups, discussion groups, volunteer opportunities, etc.) to establish peer support systems, including social, recreational, educational and vocational activities, with particular attention to substance abuse recovery, effective management of the symptoms of mental illness, and safety issues.
- Service provider will participate in ongoing training and education programs regarding co-occurring mental illness and substance abuse disorders, prevention and intervention, symptom management and harm reduction. Where possible they will participate in training programs with partner agencies

- Site Operations Meetings: Participate in regularly scheduled Operations Meetings that are to include representatives from each of the parties as described in this MOU. .

Responsibilities of Government Agency Facilitating NPLH Collaboration: The Mariposa County Health & Human Services Agency Department

Review current funding requirements and service delivery systems to help collaborating agencies identify and overcome barriers to the cost-effective integration of services for participants with serious mental illness or serious emotional disorders.

- Support service partners to sustain and expand cost-effective services linked to permanent housing for eligible, seriously mentally ill individuals.
- Provide coordination and supervision, in consultation with the participating agencies, to facilitate the operations of the NPLH Program.
- Identify critical policy issues which may require modification of current rules or practices to facilitate integration of services linked to permanent housing for the target population to more effectively access the housing and services they need.
- Assist, as needed, in the coordination of Site Operations Meeting to be attended by management representatives of all collaborating organizations.
- Resolve disputes among parties or questions regarding NPLH regulations in consultation with the Supportive Services Coordinator at MCHHSA.
- Ensure compliance with NPLH regulations and participate in data and evaluation outcomes activities.
- In collaboration with project partners, provide service plan development and coordination to ensure that housing services for the apartments are well thought-out and capable of meeting the needs of the target population upon start-up and on an on-going basis.
- Mariposa County Public Health team members or community medical partners to meet the additional health needs of the residents as well as access to other County services, as required.
- Assist SHE in leveraging other programs and services which would further support the success for retaining permanent housing for the target population.
- Support the local Coordinated Entry System and serve as the liaison with the Continuum of Care to ensure adequate countywide homeless planning and data management systems continue for the term of the MOU.

In Witness Whereat the parties, by signature below, have duly executed this Agreement.



Thomas J. Collishaw, President/CEO
Self-Help Enterprises,
A California Nonprofit Public Benefit Corporation

4/6/21

Date



Tina Williams, President
AWI Management Corporation,
A California Corporation

3-31-21

Date

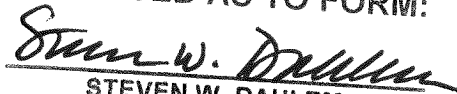


Shannon Gadd, Director
Mariposa County Health & Human Services Agency,
A Governmental Entity

5-11-21

Date

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL