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MHP Checklist Item #45

Lead Service Provider (LSP)

Tehama County Health Services Agency-Behavioral Health

Supportive Service Commitment Letter (dated 6-26-2023)

&

Memorandum of Understanding (MOU)

TEHAMA COUNTY HEALTH SERVICES AGENCY

JAYME BOTTKE
EXECUTIVE DIRECTOR

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ADMINISTRATIVE & FISCAL/SUPPORT SERVICES
818 MAIN STREET
MAILING ADDRESS: PO BOX 400, RED BLUFF, CA 96080

(530) 527-8491
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June 26, 2023

Multifamily Housing Program (MHP)
Attn: Gustavo Velasquez, Director
Department of Housing and Community Development
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Tel: (916) 263-2771
SuperNOFA@hcd.ca.gov

Subject: County of Tehama: Commitment Letter for Supportive Services Funding
Palm Villas at Red Bluff (APN 033-130-028)
321 South Jackson Street
Red Bluff, Tehama County, CA 96080

Dear Mr. Velasquez:

This letter is to confirm the County of Tehama's commitment to providing supportive services funding for Palm Villas at Red Bluff. The County will provide supportive services to ten (10) eligible No Place Like Home (NPLH) supportive housing tenants for 55 years. The permanent supportive housing project is to be developed, owned, and operated by Red Bluff PV Partners LP (formed by Palm Communities). The Lead Service Provider will be the Tehama County Health Services Agency-Behavioral Health (TCHSA-BH). TCHSA-BH will provide supportive services and coordinate the provisions of and/or referrals to other community-based services, as noted in the application's Supportive Service Plan.

Project Name: Palm Villas at Red Bluff

Description of Support Services:

- Case Management with an individual service plan
- Peer support activities
- Mental health care
- Substance use services
- Support in linking to Physical Health Care
- Benefits Counseling and advocacy
- Basic housing retention skills
- Services for persons with co-occurring mental & physical disabilities
- Services for persons with co-occurring mental and substance use disorders

- Recreational and social activities
- Educational services
- Employment services

Dollar Value of funds or in-kind services: \$190,272 annually.

If cash is provided, state funding source: Not applicable, in-kind services provided.

Funding term or service provision: TCHSA-BH will provide support services to eligible NPLH tenants for 55 years or the term of the NPLH Loan. The supportive services start at the initial rent-up of the NPLH units.

A description and the history of the agency/organization providing funding or services: Tehama County Health Services Agency (TCHSA) has been providing and expanding health-related services for many years to meet the evolving health needs of the Tehama County Community. Direct services are provided through four different centers offering both prevention and intervention services. The centers include Behavioral Health, Medical Clinic, Public Health, and Substance Use Recovery. In addition to our direct service centers and their staff, an administrative team provides leadership, compliance, confidentiality, fiscal, and human resource support. TCHSA-BH has been providing services for the homeless population since its inception. Services for the homeless and at-risk of homelessness became more structured with TCHSA-BH's involvement with the AB 2034 program. Since providing AB 2034 services TCHSA-BH has continued to provide services to the homeless and at-risk homeless through the Mental Health Services Act (MHSA) Full-Service Partnership (FSP). Services to the homeless and at-risk of homelessness include outreach, intensive case management, rehabilitation, medication support, and clinical treatment. TCHSA-BH also implements and manages transitional housing for its clients. TCHSA-BH is the Lead Service Provider for 15 NPLH units at Olive Grove Apartments, a newly constructed 32-unit affordable housing project, partially funded by NPLH-Round 2 funds, located in the City of Corning.

TCHSA-BH provides all services utilizing culturally competent, strength-based, client and family-driven, recovery, and wellness-centered evidence-based treatment approaches.

Please contact me if you have any questions or need clarification on the supportive services funding commitment details.

Sincerely,



Jayme S. Bottke

Executive Director

Tel: (530) 527-8491, Ext. 3052

Jayme.bottke@tchsa.net

TEHAMA COUNTY HEALTH SERVICES AGENCY



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EXECUTIVE DIRECTOR

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MEMORANDUM OF UNDERSTANDING

Between
Tehama County Health Services Agency
and
Northern Valley Catholic Social Service and Palm Communities
and
Aperto Property Management
for
Palm Villas at Red Bluff
Red Bluff, California

THIS MEMORANDUM OF UNDERSTANDING hereinafter referred to as “MOU” or “Agreement,” is made and entered into by and between the County of Tehama, a political subdivision of the State of California, through its Health Services Agency (hereinafter known as “County”), and Northern Valley Catholic Social Service (NVCSS) and Palm Communities, and California Limited Partnership (to be formed) hereinafter known as the “Development Sponsors”. Property management will be provided by Aperto Property Management. Together all the above entities shall be referred to hereafter as the “Parties.”

WHEREAS, the Developer Sponsors propose to develop Palm Villas at Red Bluff a new construction affordable housing development consisting of 61 one, two, and three-bedroom units, with one unit reserved for the property manager. The project is located at 231 South Jackson Street, in the City of Red Bluff, Tehama County. Ten one-bedroom units will be dedicated to housing adults 18 years or older with serious mental health disabilities that are eligible under the No Place Like Home (NPLH) Program.

WHEREAS, the No Place Like Home Program (NPLH) is administered by the State Department of Housing and Community Development (HCD), the program provides financing for the development of permanent supportive housing for adults, 18 years or older, living with serious mental health disabilities who are homeless, chronically homeless, or at-risk of chronic homelessness. Permanent supportive housing is required to be linked with voluntary-based support services. The support services assist the tenant to retain housing, increase self-sufficiency, and improve his or her health.

WHEREAS, the County, through its Department of Health Services Agency, administers the County of Tehama’s NPLH programs; and

WHEREAS, the County and Development Sponsors will seek approval from HCD to use capital funds for the development of permanent supportive housing; and

WHEREAS, the funding award will be made directly to the qualified Development Sponsors through agreements with HCD, the County shall commit to provide supportive services to NPLH eligible tenants for the term of the NPLH loan (est. 55 years); and

WHEREAS, HCD may request that any necessary updates to the supportive services plan or related documents, including fully executed written agreements between the County, the Development Sponsors, and Property Management, be provided prior to the beginning of the initial rent-up period or prior to the permanent loan closing.

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Term

This MOU shall become effective upon the final execution and shall continue until the conclusion of the NPLH permanent loan, (est. fifty-five-year term), between the Development Sponsors and HCD, unless terminated early or extended, in whole or in part, to ensure that this MOU is in effect throughout the life of the NPLH permanent loan.

Section 2. Intent

The intention of this MOU is to outline the roles and responsibilities among all the Parties, including the County, the Development Sponsors, and Property Management, and for the Parties to coordinate their resources and efforts to provide permanent affordable housing to the NPLH Housing Program target populations utilizing the supportive housing model. Supportive services are made available to NPLH eligible tenants who may benefit from such services, to help them maintain stable housing and/or achieve improvements in health, wellness, recovery, employment, income, socialization, and quality of life.

Section 3. Guiding Principles

All Parties share the following common principles that will guide this housing project:

- All Parties shall work together, establish a foundation of trust and partnership, and provide seamless and high-quality services to each tenant, based on the tenant's individual needs.
- All Parties agree to provide permanent supportive housing that incorporates core Housing First Guidelines (CA Welfare and Institutions Code, Section 8255).
- All mental health services shall be client-driven and coordinated with the needs and wishes of the tenant.
- On-site and off-site supportive services provided by the County will be available to the NPLH eligible tenants on a voluntary basis.
- Social Services Amenities provided by the Development Sponsors, linked with the Low-Income Housing Tax Credit program, will be available to tenants on a voluntary basis. A representative from the Development Sponsors and/or contract provider will attend quarterly meetings for the duration of these services (*est. 15 years*).
- All Parties shall protect tenant privacy in the delivery of services.
- The supportive services shall include linkage to other community-based services.

- The County shall organize and facilitate quarterly meetings with representatives from Property Management to discuss emerging project issues.
- The Parties agree to establish key objectives regarding housing stability, increased skills or income, and self-determination as a means of evaluating the program. The key objectives may be reviewed at quarterly meetings, and whenever possible, will be assessed periodically for appropriateness.

Section 4. Scope of Services

A. Responsibilities of County: Lead Service Provider (LSP)-Tehama County Health Services Agency, Behavioral Health (TCHSA-BH).

1. Tenant Referral, Outreach, Screening, and Communication.

- a. Upon notification by Property Management about upcoming vacancies, the County will access the Tehama County Continuum of Care’s Coordinated Entry System (CES) permanent housing community queue and refer the top three or more ranked eligible NPLH participants.
- b. At the time of move-in, the NPLH total household incomes shall not exceed the 30% Area Median Income limit as published by HCD.
- c. Screen and document eligibility of a Serious Mental Health Disability by a qualified mental health worker. Screening and documentation are to occur before the applicants are approved to move into a NPLH unit.
- d. The County will work with referring agencies to document the applicant’s Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness status as defined under the NPLH Guidelines and procedures established by the local Coordinated Entry System (CES). Documentation is to occur before the applicants are approved to move into a NPLH unit.
- e. Be responsible for monitoring the provisions of this MOU, including conducting quarterly administrative and programmatic collaborative meetings. These meetings will help to ensure that the Parties comply with this MOU, timely development of policies and procedures as issues emerge, and that units funded through the NPLH Housing Programs are being fully utilized.
- f. Ensure representatives from the County will participate in quarterly meetings with Property Management representatives to discuss coordination of referrals, services, and vacancies. When needed, a Development Sponsor representative will attend the meetings.
- g. Provide Property Management with a list of County staff hours, schedules of when staff will be on-site, and ongoing support service events. Whenever possible, keep this list updated.

2. Move-In and Ongoing Tenancy:

- a. Arrange for the provision of supportive services for the term of the NPLH Permanent Loan.
- b. Explain to the new NPLH tenant the roles and responsibilities of Property Management and the County. Obtain written permission from tenants, through an authority for “Release of Information” (ROI), for Property Management staff to contact the County should any behaviors occur that could place their housing in jeopardy (for example failure to pay tenant portion of rent or to follow terms and conditions of the lease or house rules).
- c. At move-in, meet with tenants to provide an orientation of voluntary services that are available on-site and off-site, and to provide information about other community-based resources.
- d. In collaboration with each eligible NPLH tenant conduct a “needs assessment,” and develop a recovery-focused service plan. Supportive services may include, but are not limited, to the following:
 - Mental Health Services
 - Psychiatric Evaluations
 - Case Management
 - Physical Health Services
 - Clinical Support
 - Crisis Management
 - Medication Support
 - Linkage to Community-Based Services
 - Nursing Support
 - Substance Abuse
 - Wellness and Recovery Action Planning (WRAP)
 - Life Skills Training
 - Peer Support
 - Benefits Counseling
 - Basic housing retention skills
 - Educational Opportunities
 - Employment/Vocational Services
 - Budgeting & Financial Training
 - Recreational and social activities
 - Representative Payee Support
 - 24/7 Consumer After-Hour Crisis Support
- e. Conduct ongoing assessments/evaluations to monitor progress and provide appropriate interventions as needed. Update the NPLH tenant service plans at least annually.

- f. Provide 24/7 response for crisis intervention, when needed, using various programs implemented by the County.
- g. Coordinate and participate as needed (at least once a month) in case conferences with other members of the tenant's support team to discuss the tenant's progress.
- h. Collaborate with Property Management, weekly or as appropriate to ensure tenants obtain the support and services needed to maintain their housing.

3. Lease Violation Intervention/Eviction Prevention:

- a. Act as a liaison between the Property Management and the tenant to facilitate the communication of concerns that could jeopardize a tenant's residency.
- b. In collaboration with the tenant and Property Management, establish plans to help tenants obtain appropriate support and services they need to maintain their permanent housing in times of crisis.
- c. Whenever possible, notify the Property Management of any changes in the supportive services offered to tenants, and any changes and/or losses of funding that could affect the availability of supportive services.

4. Reporting:

- a. Meet all HCD NPLH outcomes reporting requirements.
- b. In consultation with the Development Sponsors, Property Management, and Homeless Management Information System (HMIS) collect and manage data for HCD's **Annual Occupancy Report** to demonstrate supportive service delivery and housing outcomes for the eligible NPLH tenants.
- c. Collaborate with the Development Sponsors and Property Management to prepare and submit an annual supportive services budget to HCD NPLH, if required. The supportive services plan and budget may be amended from time to time between the County and HCD. The County will notify the Development Sponsors and Property Management of anticipated changes to the plan and budget.

B. Responsibilities of Development Sponsors-Northern Valley Catholic Social Service (NVCSS), and Palm Communities (Palm).

1. Development, Construction, and Property Management Contract:

- a. Legally form a California Limited Partnership and non-profit Managing General Partner.
- b. Have sole duties and responsibility for the successful development, operation, and management of the project.

- c. Ensure the design and construction of the project will meet ADA requirements for accessibility.
- d. Comply with prevailing wage laws regarding the payment of prevailing wages, if required by the County, or other lenders. In addition to any other indemnification provision of this MOU, the Development Sponsors shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by the Development Sponsors arising in part or in whole from its agents, contractors, or employees' failure to pay prevailing wages for work on the project or to comply with the duties proscribed by this section.
- e. On an annual basis, execute a management contract with a bonded and licensed property management agent. The Development Sponsors shall ensure the management contract includes copies of the NPLH Regulatory Agreement and NPLH Guidelines (dated October 2020) and are made a part of the contract.
- f. The Development Sponsor will secure a Property Management contract with **Aperto Property Management**.
- g. Monitor and provide oversight of the Property Management and ensure compliance with applicable local, state, and Federal statutes and regulations governing Fair Housing and tenant's rights.
- h. Provide a 30-day written notice to the County prior to a change in property management. Any such change may need prior approval by the County and HCD, and other interested lenders. Please reference the NPLH Regulatory Agreement.

2. Outreach, Application & Screening:

- a. Dedicate Ten (10) 1-bedroom units of the 61 units to eligible NPLH applicants of the County. The NPLH units will be integrated and randomly mixed with non-NPLH units within the apartment complex. One 3-bd unit will be available for the on-site property manager.
- b. Will develop a Community Outreach and Marketing Plan for the lease-up of the new affordable housing units. The Plan shall comply with applicable local, state, and Federal Fair Housing regulations. This will include incorporating the Housing First Model and the use of the Coordinated Entry System (CES) for the NPLH units for tenant referral and screening. Develop an on-site waitlist for non-supportive housing units, which includes procedures to administer the waitlist, and ongoing maintenance of the waitlist.
- c. Shall ensure that Property Management provides written notice to the County if an applicant certified by the County as eligible for the NPLH-funded unit is denied tenancy.

3. Ongoing:

- a. Per provisions of the Low-Income Housing Tax Credit program, the Development Sponsors may contract with a non-profit agency to provide on-site social services (service amenities), for a minimum period of 15 years, that benefit all the tenants and will also enhance the County's supportive services to the NPLH tenants. Social services will include, but are not limited, to the following:
 - Service Coordinator and/or other Services Specialist
 - Case Manager
 - Finance/Budgeting Classes
 - Income Tax Preparation
 - Adult Education Classes
 - Benefit/Entitlement Assistance
 - Health and Wellness Services
- b. Shall ensure Property Management notifies the County staff and local Coordinated Entry System staff when new units under construction are placed into service and/or when vacancies occur in the NPLH-funded units.
- c. Develop and maintain a clear separation of responsibilities and duties between the Property Management and the County.
- d. Establish a process for resolving conflicts between the Property Management and the County when they cannot reach an agreement on a course of action.
- e. Comply with the necessary documentation and reporting requirements and guidelines as established by the County, HCD, and other project lenders.
- f. Whenever possible, assure regular training for on-site Property Management staff in advanced safety precautions, including first aid, crisis management, reasonable accommodations, conflict de-escalation, and other skills.

4. Communication and Reporting:

- a. Provide on-site office space for the County and community-based service agencies to share for conducting individual and confidential meetings with the NPLH tenants.
- b. Cooperate with the County, Homeless Management Information System (HMIS), and Property Management to collect, manage and submit data for the **NPLH Annual Occupancy Report**, to demonstrate supportive service delivery and housing outcomes for program-eligible tenants.
- c. Collaborate with the County and Property Management to help the NPLH tenants resolve issues as they emerge. Whenever possible, have a representative

attend quarterly administrative and programmatic meetings to ensure all Parties are in compliance with this MOU, and that the units funded through the NPLH Housing Program are being fully utilized.

- d. Submit an annual audit prepared by a certified public accountant in accordance with commonly accepted accounting standards.
- e. In consultation with the County, Property Management to submit financial reports, an annual operating budget, and an annual supportive services budget to HCD and other project lenders.

C. Responsibilities of Property Management-Aperto Property Management.

1. Outreach, Application, and Screening:

- a. The NPLH Regulatory Agreement and NPLH Guidelines (dated October 2020) shall be made a part of the Property Management Contract.
- b. Assist the Development Sponsors to create the Community Outreach and Marketing Plan, and incorporating the Coordinated Entry System (CES) for the lease-up of the new NPLH supportive housing units. The Plan shall comply with applicable local, state, and Federal Fair Housing regulations. This will include the development of an on-site waitlist for the non-supportive housing units, procedures to administer the waitlist, and ongoing maintenance of the waitlist.
- c. Create admission, eviction, and appeals policies that are consistent with requirements established by Fair Housing laws, Housing First Model, and regulatory agreements with all funding sources. These policies must include reasonable accommodations for the needs of the target population, particularly the needs of hard-to-serve individuals (i.e., individuals with histories of substance abuse as a co-occurring disorder, bad credit, behavior management issues, and/or incarceration).
- d. Work with the County to have supportive service applicants sign an authorization for “Release of Information” (ROI) to allow agencies to discuss their housing issues.
- e. Document the NPLH tenant’s total household income at the time of move-in which shall not exceed 30% of the Area Median Income limit as published by HCD.
- f. The NPLH-assisted units shall be restricted to no more than the 30% Area Median Income Rent level or below as specified in the Project’s NPLH Regulatory Agreement, except, per NPLH Guidelines, if at the time of recertification, a tenant household’s income exceeds the 30% AMI income level and this increase is based solely on the current SSI/SSP payment rate or cost-of-

living adjustment, the household rent shall not exceed 30% of household income. These units shall continue to be designated as Assisted Units. *Please reference the NPLH October 2020 Guidelines for more details about this item (Sections 206 and 207).*

- g. Collect and maintain documentation for the NPLH tenant eligibility:
 - 1. Serious Mental Health Disability.
 - 2. Status as Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness.
 - 3. Incorporate local Coordinated Entry System procedures into the tenant referral and selection process.
- h. Refer all candidates seeking NPLH set aside units, who apply directly to Property Management, to the County for enrollment into the local Coordinated Entry System.
- i. Provide the County and applicants with a copy of reasonable accommodation policies and request forms and grievance policy.
- j. Be responsible for consistent application of tenant selection criteria that is in accordance with all applicable Fair Housing provisions and/or applicable project funder(s) requirements, such as utilizing the Housing First Model, when considering tenancy for all NPLH unit applicants.
- k. Recertification of the NPLH tenant household's income.
- l. Be responsible for the creation of and maintenance of a housing waitlist for non-supportive housing units.

2. Move-In Process:

- a. Ensure each NPLH Housing Program unit has a lease signed by all adult members of the household, 18 years or older, and occupied by at least one NPLH eligible tenant.
- b. NPLH household income at the time of move-in shall not exceed the 30 percent AMI limit as published by HCD.
- c. In writing, notify the County of the day and time of move-in and, if the formal introduction to the County staff has not occurred prior to this time, facilitate an introduction.
- d. Provide the tenant and County with current copies of the lease, pet policy, grievance policy, and community rules.

- e. Provide orientation of the lease and the community rules to the new tenants to establish Property Management expectations in areas such as the use of the community bathroom/kitchen, rent collection, maintenance requests, etc.
- f. Orient the new tenants to emergency procedures.

3. Ongoing Tenancy, Maintenance of Property, Safety, and Security:

- a. Maintain a system for identifying contact information for tenants' assigned case managers.
- b. Have the capacity to respond to tenants' requests for services within seventy-two (72) hours, contingent on the nature of the request. This shall include providing facility and maintenance support to areas used for any onsite service provisions that are equivalent to the level of maintenance provided to tenants, not to include janitorial services.
- c. Ensure that staff working in the housing site, including office staff, is introduced to the County staff, and is aware of the roles and responsibilities of the County.
- d. Provide the County with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
- e. Maintain all the common grounds of the complex. This includes outside and inside fixtures, walls, and other such common areas that are not regarded as part of or under the control of the occupant's possession.
- f. Comply with all applicable licensing regulations (i.e., elevator maintenance, inspections, and permits).
- g. Immediately notify the County, in writing, in the event of a NPLH unit occupant leaving the project for any reason.
- h. Provide regular training for tenants and staff on basic safety and evacuation procedures (provide the County copies of evacuation procedures).
- i. Ensure that all onsite staff is trained on when to call emergency medical personnel or the police, and when to communicate with their supervisors and/or supportive service staff in the event of an emergency.
- j. Notify the County and Development Sponsors immediately of any critical incidents at the housing site that results in emergency services response or police action resulting in loss of life, serious bodily harm, or major capital damage to buildings.

- k. Report to County any unusual or uncharacteristic tenant behavior in a timely manner (*within two (2) business days after occurrence*).

4. Communication and Reports:

- a. Establish policies and procedures ensuring the tenants have access to Property Management for routine business during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and at any time for emergencies.
- b. Establish policies and procedures that provide the County and Development Sponsors access to a management representative twenty-four (24) hours per day, seven days a week, for emergencies.
- c. In consultation with the County, Homeless Management Information System (HMIS), and Development Sponsors to collect, manage and submit data for the **NPLH Annual Occupancy Report**, to demonstrate supportive service delivery and housing outcomes for eligible tenants. The County is the lead agency and will submit the annual reports to the state's NPLH Program.
- d. Collaborate with the County and Development Sponsors to help supportive housing tenants resolve issues, as they emerge. Have a representative attend quarterly administrative and programmatic meetings to ensure all Parties are in compliance with this MOU, and that NPLH units funded through the NPLH Housing Programs are being fully utilized.
- e. Comply with all HCD permanent supportive housing rules, regulations, and reporting requirements for the entire term of this MOU.
- f. Notify the County, Development Sponsors, and project lenders, in writing, 30 days prior to any potential changes to the regular operations of the housing site, or any potential changes or losses of funding that could affect the operations of the housing site.

D. General Responsibilities of All Parties

1. The County and Property Management will participate in regular joint meetings coordinated by County, on at least a quarterly basis. The purpose of this meeting will be to discuss the coordination of services, referrals, and vacancies. When needed, one of the Development Sponsor's representatives will attend meetings.
2. Share with each other phone and contact directories of key staff to be involved with the housing development within their respective organizations (i.e., property managers, maintenance staff, supervisors, case managers, emergency contact phone numbers, etc.). The directory shall include e-mail, fax, office, and cell phone numbers where available and appropriate. Periodically update and/or confirm contact information with each agency.

3. Share written policies, procedures, and forms for filing complaints, grievances, and incident reports related to owners, managers, or services, including an overview of the reporting structure within each organization.
4. Respect tenant confidentiality and share information about specific tenants only when they have signed an authorization for “Release of Information” (ROI). All parties agree that their intake and consent documents will disclose to tenants in writing that they live in a supportive housing site in which the County, Property Management, and the Development Sponsors communicate confidential tenant information only when tenants have signed the above-referenced authorization form. Will ensure separate files and staff are used for property management services and social services.
5. Whenever possible, conduct regular training for staff regarding maintaining client/tenant confidentiality, and include maintenance of client/tenant confidentiality as a work performance expectation for all appropriate job classifications.
6. Participate in regular joint meetings of management-level staff coordinated by the County. These meetings may occur at least two times per year, with the annual schedule established in advance.
7. Participate in the data collection requirements of the NPLH Housing Program, and other project lenders, to include information specific to each Party’s function (i.e., occupancy reports, and participation in services).

Section 5. Compensation for Services

There shall be no remuneration among the Parties hereto for services provided under this Memorandum of Understanding.

Section 6. Health Insurance Portability Act and Accountability Act HIPAA

- A. All Parties included in this MOU are subject to all the relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. All parties hereto agree to cooperate in accordance with the terms and intent of the MOU for the implementation of the relevant law(s) and/or regulation(s) promulgated under this law. All Parties further agree that they shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All privacy complaints shall be referred to:

Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400 (Regular Mail)
818 Main Street (Express Mail)
Red Bluff, California 96080

- B. All Parties agree to maintain the confidentiality of all mental health and/or substance abuse client information in accordance with all applicable Federal, state, and local laws and regulations. All Parties will ensure that names, addresses, phone numbers, and other individually identifiable information concerning mental health and/or substance abuse clients and the services they may be receiving are kept confidential. Applicable confidentiality laws, include, but may not be limited to, California Welfare & Institution Code, Section 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2. The County will notify the County Compliance Officer of any breach of applicable confidential laws referenced herein.

Section 7. Financial Records

- A. All Parties shall maintain financial, programmatic, statistical, and other supporting records of their operation and financial activities in accordance with State and Federal requirements. All records shall be open to inspection and may be audited by the authorized representatives of the County, and any State and/or Federal governing agencies. This provision shall survive the termination, expiration, or cancellation of this MOU.
- B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this MOU shall be retained collectively by all Parties for a period of twenty-five (25) years, at a minimum, and shall be made available for audit by the County, State or Federal representatives as necessary. In the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audit findings involving the records, have been fully resolved. The twenty-five (25) year period commences upon the issuance of a certificate of occupancy to the Development Sponsors. Exceptions to the twenty-five (25) year retention period will be made if County, State, and/or Federal laws mandate a longer retention period.

Section 8. Termination of this MOU

Either the County or Development Sponsors may terminate this MOU immediately upon breach of this MOU by the other Party. A written notice of such breach must be given, and if the noticed Party fails to cure such breach to the reasonable satisfaction of the notifying Party, within thirty (30) days of delivery of the notice of breach, or such extended period as is necessary to cure the breach. Such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected. In addition, the following occurrences will give the County the right to terminate this MOU. In the event:

- A. A petition for the adjudication of the Development Sponsors is filed for voluntary or involuntary bankruptcy, which is not dismissed within sixty (60) days.
- B. If the Development Sponsors make a general assignment, the Development Sponsors' interests hereunder are assigned involuntarily or by operation of law, for the benefit of creditors.

- C. Abandonment of the project by the Development Sponsors.
- D. Project is terminated and terms of the MOU are not met after the expiration of the applicable cure period.

Section 9. Changes to MOU

- A. This MOU may be amended by mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto and approved in advance, in writing, by HCD, and/or other interested lenders.
- B. All notices to be given by the Parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, return receipt requested or by overnight delivery service such as Federal Express.

Notices to the County shall be addressed as follows:

Tehama County Health Services Agency

Executive Director

P.O. Box 400 (Regular Mail) *or* 818 Main Street (Express Mail)

Red Bluff, California 96080

Tel: (530) 527-8491, Ext. 3052

Fax: (530) 527-0703

Alternatively, to such other location as the County directs.

Notices to **Development Sponsors** shall be addressed as follows:

Palm Communities

Danavon L. Horn, President

100 Pacifica, Suite 203

Irvine, CA 92618

Tel: (949-878-9399)

Northern Valley Catholic Social Service

Executive Director

2400 Washington Avenue

Redding, CA 96001

Tel: (530) 247-3316

Alternatively, to such other locations as the Development Sponsor directs.

Notices to **Property Management** shall be addressed as follows:

Aperto Property Management

Ed Quigley, President/CEO
2 Venture, Suite 525
Irvine, CA 92618
(949) 873-0160

Alternatively, to such other location as the Property Management directs.

Section 10. Miscellaneous Provisions

- A. SEVERABILITY: If any provisions in the MOU are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalid in any way.
- B. DELEGATION AND ASSIGNMENT: Development Sponsors and Property Management shall not delegate its duties or assign its rights under this MOU, or both, either in whole or in part, without the prior written consent of the County, and any prohibited delegation or assignment shall be null and void.
- C. ENTIRE AGREEMENT: This document and the documents referred to herein or exhibits hereto are the entire MOU between the Parties and they incorporate or supersede all prior written or oral Agreements or understandings.
- D. COMPLIANCE and NON-DISCRIMINATION: All Parties warrants and certifies that, in the performance of the MOU, it shall comply with all applicable laws, rules, regulations, and orders of the United States, the State of California, and the County of Butte, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. All Parties further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of the MOU.

The Development Sponsors and Property Management shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

The Development Sponsors and Property Management represent that the Development Sponsors and Property Management are in compliance with and agrees that Development Sponsors and Property Management shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- E. **HOLD HARMLESS-INDEPENDENT PROJECT SPONSOR/DEVELOPER AND PROPERTY MANAGEMENT:** It is understood and agreed by Parties that the Development Sponsors and Property Management are both independent entities and that no relationship of employer-employee exists between the Parties hereto outside or what is explicitly declared and outlined in this MOU. The Development Sponsors and Property Management shall not be entitled to any benefits payable to employees of the County, including the County Workers' Compensation Benefits. The County is not required to make any deductions from the compensation payable to Development Sponsors and Property Management under the provisions of the MOU; and as an independent entity, Development Sponsors and Property Management hereby hold the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.
- F. **CHILD SUPPORT COMPLIANCE PROGRAM:** Development Sponsors and Property Management warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- G. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:** Development Sponsors and Property Management officers, employees, and agents, and subcontractors performing the work or services required by this MOU, shall obtain and maintain in effect all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU by the County.
- H. **CONFLICT OF INTEREST:** Development Sponsors and Property Management officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this MOU.
- I. **SCOPE AND OWNERSHIP OF WORK:** All work provided by the Development Sponsors and Property Management shall be the sole property of the County. Development Sponsors and Property Management shall have no proprietary interest in the programs or data they develop for the County or those programs or data developed during periods of time services are provided to the County. The Development Sponsors and Property Management understand that work performed in the described manner is accomplished for the benefit of the County and becomes

the sole property of the County. The Development Sponsors and Property Management agree that the products of this work, its “Intellectual Property” are by rights the sole possession of the County. Intellectual Property is defined as “The ownership of ideas and control over the tangible or virtual representation of those ideas, including but not limited to program names and phone numbers.

J. DISCLOSURE OF OWNERSHIP:

1. Pursuant to 42 C.F.R. § 455.104, all County contractors, subcontractors, network providers must disclose ownership information set forth in subsection 2(a).
2. Development Sponsors and Property Management shall submit updated disclosures to the County before entering into or renewing contracts, and within 35 days after any change in the Development Sponsors and Property Management ownership or upon request of the County.
 - a) Disclosures to be Provided:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in the Development Sponsors and Property Management. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - ii. Date of birth and Social Security Number (in the case of an individual);
 - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the Development Sponsors and Property Management, of 5 percent or more interest);
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the Development Sponsors and Property Management is related to another person with ownership or control interest in the same or any other contractor or provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Development Sponsors and Property Management has a 5 percent or more interest is related to another person with ownership or control interest in the Development Sponsors and Property Management as a spouse, parent, child, or sibling;
 - v. The name of any other disclosing entity in which the Development Sponsors and Property Management or subcontractor has an ownership or control interest; and

- vi. The name, address, date of birth, and Social Security Number of any managing employee of the Development Sponsors and Property Management.

Section 11. Insurance and Indemnification

- A. The Development Sponsors and Property Management shall indemnify and hold County, its officers, agents, and employees, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any acts or omission of the Development Sponsors and Property Management, relating to or in any way connected with or arising from the accomplishment of the work by the Development Sponsors and Property Management.
- B. Without limiting Development Sponsors and Property Management indemnification of the County, Development Sponsors, and Property Management shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Development Sponsors and Property Management, Development Sponsor and Property Management's agents, representatives, employees, and subcontractors. At the very least, Development Sponsors and Property Management shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Standard Insurance Requirements for County contracts (Attachment 1), which by reference is incorporated hereto. Certificates evidencing the maintenance of Development Sponsors and Property Management's insurance coverage shall be filed with County. Said certificates must be on file prior to services performed under this MOU.
- C. COUNTY shall indemnify, protect, defend, and hold the PARTIES, and their successors and assigns, shareholders, directors, members, managers, officers, employees, agents, attorneys, representatives and contractors (collectively, the "Indemnified Parties") harmless from any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities (including without limitation sums paid in settlements of claims), interest, or losses, including reasonable attorneys' fees and expenses (including without limitation any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other reasonable costs and expenses of any kind or nature and including, without limitation, any claim by HCD for repayment of some or all of the NPLH Loan Funds (collectively, the "Partnership Costs") that arise directly or indirectly from or in connection with COUNTY's failure to perform any obligation to provide supportive services and related activities in accordance with the terms of the NPLH documents, including, without limitation Section S 1. of Exhibit D to the Standard Agreement; and (b) any breach of the obligations, representations, warranties or other terms and conditions of the NPLH Documents by COUNTY. Notwithstanding the above provisions of this Section C, COUNTY

shall not be required to indemnify, protect, defend, and/or hold harmless the Indemnified Parties for any liability, including, but not limited to, the Partnership Costs, to the extent caused by the gross negligence or intentional misconduct of the Indemnified Parties. Any amount due under this Section by the COUNTY shall be paid within thirty (30) days of written demand made therefore from the other Party.

Section 12. Jurisdiction and Venue

Should a dispute arise pertaining to this MOU, it is to be construed under the laws of the State of California. All Parties agree to the jurisdiction and venue of the appropriate courts in the County of **Tehama**, State of California.

Section 13. Signatures

All Parties mutually agree to fully, and faithfully perform all applications set forth in this MOU. All parties agree to have their duly authorized signatories sign this MOU.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this MOU in the County of Tehama, State of California.

Palm Communities

By: 
Danavon L. Horn, President, and CEO

6-21-23
Date

Northern Valley Catholic Social Service, Inc., a California non-profit benefit corporation
Its Managing General Partner

By: _____
Erna Friedeberg, Executive Director

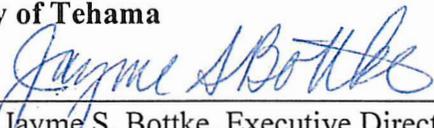
Date

Aperto Property Management

By: 
Ed Quigley, President/CEO

7/3/2023
Date

County of Tehama

By: 
Jayme S. Bottke, Executive Director
Tehama County Health Services Agency

6-20-23
Date

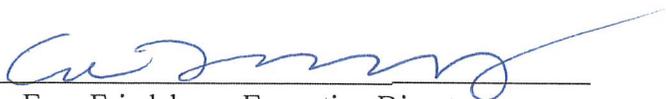
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_____ Date

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Its Managing General Partner

By:  _____
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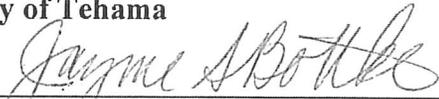
10/20/23
_____ Date

Aperto Property Management

By: _____
Ed Quigley, President/CEO

_____ Date

County of Tehama

By:  _____
Jayme S. Bottke, Executive Director
Tehama County Health Services Agency

10-20-23
_____ Date

ATTACHMENT 1
STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, the Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE

- 1) Commercial General Liability coverage (Insurance Services Office (ISO) “occurrence” form CG 0001 1185).
- 2) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office’s Business Auto Coverage form number CA 0001 0187 covering “any auto” and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3) Workers’ Compensation Insurance - As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease.
- 4) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

B. MINIMUM LIMITS OF INSURANCE

- 1) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor’s insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for “Any Auto”, Code 1 as listed on the Accord form Certificate of Insurance.

- 3) **Workers' Compensation and Employer's Liability:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease.
- 4) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

1. General liability insurance policies shall be endorsed to state:

- a) The County, its officers, officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.