

NO PLACE LIKE HOME PROGRAM (NPLH)

MEMORANDUM OF AGREEMENT (MOA) –1482 FREEDOM BOULEVARD HOUSING

This No Place Like Home Memorandum of Agreement ("Agreement") is entered into on March 14, 2024 (the "Effective Date"), between Eden Freedom Investors, L.P., a California limited partnership ("Owner"); the County of Santa Cruz, a political subdivision of the State of California, through its Health Services Agency – Behavioral Health Services, County department, supportive services funding agency, and Lead Service Provider ("BHS") and Santa Cruz County Human Services Department – Housing for Health Division, County department, acting as the administrator of the Housing and Urban Development ("HUD") Department designated local Continuum of Care known as the Housing for Health Partnership ("H4H") collectively, the "County"; Eden Housing Management, Inc., a non-profit public benefit corporation ("Property Manager"); and Eden Housing Resident Services, Inc., a non-profit public benefit corporation ("Resident Services"). Collectively, Owner, County, Property Manager, and Resident Services will be referred to as "the Parties."

RECITALS

- A. Owner is currently developing a 53-unit residential development at 1482 Freedom Boulevard, Watsonville, CA 95076 (the "Development"). Owner will own and operate the completed Development as affordable housing. Owner will contract with Property Manager to provide property management services for the Development and to act as Owner's property management agent. Owner will contract with Resident Services for the providing of resident related support services to the Development. It is understood that Property Manager and Resident Services are related entities of Owner ("Related Entities").
- B. County and Owner have jointly applied to utilize and have been granted No Place Like Home ("NPLH") Program funds for the costs associated with developing the Development. The application and subsequent loan agreement will be for a total of six units (all one-bedroom units) ("NPLH Units") to be set aside in the Development for "NPLH-Eligible Households" as defined in Exhibit A, which is attached hereto and incorporated herein by reference.
- C. Owner will utilize Property Manager and Resident Services to provide on-site services and support to the NPLH-Eligible Households at the Development.
- D. County will administer the program through its Health Services Agency – Behavioral Health Services as supportive services funding agency and Lead Service Provider and its Human Services Department – Housing for Health Division as Continuum of Care Coordinated Entry Administrator for managing required coordinated entry referrals to NPLH units.
- E. In connection with the NPLH Units and as evidenced by this MOA, the Parties are collaboratively engaging in a project within the County (the "Project") of housing and supportive service delivery to households that include at least one individual with a severe mental illness and/or serious emotional disturbance that are homeless, chronically homeless, or at-risk of chronic homelessness at the time of NPLH Unit eligibility determination.
- F. The intent of the Project is to provide high quality, safe, and affordable permanent

supportive housing to NPLH-Eligible Households and to offer the NPLH-Eligible Households supportive services that will enable them to maintain their housing, improve their health and quality of life, and meet their personal goals.

- G. The Parties agree that a strong level of communication and coordination among the Parties is necessary to ensure the Project's success.
- H. This MOA is intended to identify roles and responsibilities of BHS, H4H, Owner, Property Manager, and Resident Services and memorialize certain rights and obligations of the Parties related to the Project.

BHS may subcontract with County-identified, Non-Affiliated Service Provider(s) as approved by Owner, which approval shall not be unreasonably withheld, if provider will be using Development office or community space for services provision, to provide services to NPLH-Eligible Households at the Project and to otherwise fulfill roles and responsibilities of County as further defined in the NPLH Supportive Services Plan in Exhibit B, which is attached hereto and incorporated herein by reference. Such Non-Affiliated Service providers are also referenced herein as NPLH Services Provider(s) or "NPLHSP(s)." NPLH Eligible Households at the Project receiving services from County and or a NPLHSP may be referred herein as "NPLH tenants." BHS shall designate one or more Mental Health Service Provider(s), county-run treatment program(s), or NPLHSP, to offer treatment and support services as demonstrated by medical necessity to NPLH-Eligible Households in the NPLH Units as set forth in this Agreement. These services will vary in intensity based upon the individualized needs. It is acknowledged and agreed that Mental Health Service Provider(s) will be assuming and performing certain services/obligations of County as set forth in this Agreement. BHS shall be responsible for ensuring that Mental Health Service Provider(s) comply with the terms of this Agreement. Before Mental Health Service Provider(s) enter on the Development to perform the services/obligations as set forth in this Agreement, Owner will require Mental Health Service Provider(s) to enter into an agreement to maintain required insurance and to provide indemnities to Owner, Property Manager, and Resident Services.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound thereby, the parties hereto do agree as follows:

ARTICLE I. CONFIDENTIALITY

- A. Disclosure of Confidential Information. The Parties agree that the effectiveness of services in supportive housing requires respect of client confidentiality and that they will comply with all HIPAA regulations and other federal and state privacy and confidentiality laws as applicable. Each Party agrees it will not at any time disclose or permit the disclosure of Confidential Information (as defined below) to third parties without the written consent of the NPLH- Eligible Household unless such disclosure is authorized or required by law. Parties will be permitted to disclose Confidential Information to employees, officers, and related entities as necessary to perform the services and obligations and exercise the rights under this Agreement. It is understood that Owner shall ensure that the Related Entities comply with the Confidentiality provisions of this Agreement. If disclosure of Confidential

Information is not authorized or required by law, a Party shall obtain written consent from the NPLH-Eligible Household prior to disclosing any Confidential Information to third parties. Owner and County agree that their intake documents for NPLH-Eligible household members will disclose in writing that Owner and the Related Entities or County will disclose Confidential Information only when: (1) such disclosure is authorized or required by law; or (2) the NPLH-Eligible Household member or members, as applicable, provides written consent for such disclosure. The Parties shall and shall cause their agents to handle Confidential Information with the utmost discretion and judgment. For purposes of this Agreement, "Confidential Information" shall mean personal protected health information and tenant information that cannot be disclosed to other third parties according to California and Federal Law without the express written consent of an individual. Unauthorized disclosure of Confidential Information will be considered a material breach of this Agreement.

Additionally, the Parties hereby acknowledge and agree that:

1. In the performance of their roles and responsibilities under this Agreement as defined herein, Owner and Property Manager are not considered a Covered Entity or Business Associate as defined by HIPAA.
 2. In the performance of its roles and responsibilities under this Agreement as defined in Section 4, Resident Services is considered a Business Associate BHS as it pertains to applicable HIPAA regulations.
 3. The terms of the Business Associate Agreement attached as Exhibit C, which is attached hereto and incorporated herein by reference, shall apply to, and govern the above referenced services for which Resident Services is a Business Associate.
- B. Obtaining Written Consent for Disclosure. After admission of an NPLH-Eligible Household to the Development, the Parties will seek to obtain the consent from NPLH-Eligible Household members receiving supportive services from County provider network, to disclose Confidential Information if such disclosure is necessary to protect an NPLH-Eligible Household member's housing status or if such disclosure relates to a health and safety issue. Exhibit D contains a sample form. Consent forms will be reviewed by Owner and/or its Related Entities each year during a NPLH-Eligible Household's annual recertification.
- C. Training Regarding Confidentiality. Each Party will ensure that their staff providing services at the Development, as set forth in this Agreement, shall receive ongoing trainings and guidance related to the protection of Confidential Information pursuant to this Agreement.
- D. Applicability. The provisions of this Article I shall apply to each provision of this Agreement and the activities contemplated by this Agreement.

ARTICLE II APPLICATION AND SELECTION PROCESS

- A. Determining NPLH Eligibility. H4H shall be responsible for determining if an applicant for a NPLH Unit meets NPLH eligibility requirements as defined by the NPLH regulations. Certification will take place in accordance with established certification

policies and procedures. H4H shall provide an NPLH verification letter to Property Manager for referred applicants.

- B. Project Based Voucher Eligibility. In addition to meeting NPLH eligibility requirements, applicants must also meet eligibility requirements established by the Housing Authority of Santa Cruz County's ("the Housing Authority") Project Based Voucher Program, and HUD. All NPLH Units are also Project Based Voucher Units and therefore applicants must meet the requirements of both programs. To the greatest extent possible, H4H shall only refer NPLH applicants that are believed to meet the requirements for the Project Based Voucher Program. The Housing Authority of Santa Cruz County will ultimately determine Project Based Voucher Program eligibility. If requested by Owner, H4H shall assist Owner and Property Manager in their marketing efforts by conducting outreach to potential tenants of the NPLH Units and otherwise promoting the Development and vacant NPLH Units.
- C. Housing First. Subject to the restrictions and requirements of Federal, State, and local laws, regulatory agencies, lenders, and investors that shall be applicable to the Development, the Parties shall incorporate the "Housing First" principles set forth in California Welfare and Institutions Code section 8255, as these principles have been implemented in Santa Cruz County, in the marketing, application, selection process, and supportive services for NPLH Units at the Development.

These principles include:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected based on 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."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. Using the Santa Cruz County Housing for Health Partnership's coordinated entry system

(CES), which uses a locally developed Housing Needs Assessment (HNA) tool, that prioritizes eligible tenants based on criteria other than “first-come-first served,” such as those with the highest need for permanent supportive housing and the most barriers to housing retention including household composition, housing history, financial resources, social and community supports, legal issues, health issues, and housing preferences.

9. Clinicians, specialists, 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 person-centered practices.
10. 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.
11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

D. Reasonable Accommodation. The Parties understand and agree that NPLH-Eligible Households are disabled households who may be entitled to reasonable accommodations in the application and admission process. Owner and/or Property Manager shall establish and implement a procedure to respond to requests for reasonable accommodation by all applicants. Such procedure shall provide for the following:

1. Owner or Property Manager shall provide a notice to all applicants that disabled applicants may be entitled to reasonable accommodation in the tenant selection and admission process.
2. If Owner or Property Manager intends to deny a requested accommodation because it is not reasonable, Owner or their designated agent will make efforts to determine if there is an alternative reasonable accommodation that would effectively address the applicant's disability related needs.
3. Prior to initial occupancy of the NPLH Units, Owner or Property Manager will provide a copy of the reasonable accommodation procedure and any amendments to such procedure to H4H. Owner or their designated agent may amend the reasonable accommodation procedure, except for those accommodations required by law. Owner or Property Manager shall provide a copy of the amendments to H4H.
4. Nothing herein shall require Owner or Property Management to keep units vacant for a period of longer than twenty-one (21) calendar days to determine if there are reasonable accommodations that can be offered to the applicant to allow the applicant to meet the terms and conditions of tenancy.

E. Applicant Referral Process.

1. Coordinated Assessment and Entry System (CES). In Santa Cruz County, the local

Housing for Health Partnership coordinated entry system (CES), is the responsibility of the Housing for Health Partnership, which serves as the countywide Continuum of Care (“CoC”). H4H oversees CES implementation. CES is designed to streamline access to housing and services for all people experiencing homelessness. Homeless individuals and families receive uniform assessments at a variety of easy to access locations, and scarce housing resources are prioritized based on housing needs and barriers to housing stability without additional supports. The CoC maintains a process for recruiting, training, and supporting Housing for Health Connectors that conduct housing needs assessments, developing housing action plans, engaging in housing problem solving work, and coordinating services and referrals for households experiencing homelessness. Connectors include, but are not limited to, street outreach workers that engage and work with unsheltered individuals. Information gathered during the assessment process is entered into a shared Homeless Management Information System (HMIS) that has been designed for CoC, and the assessed participant is assigned a score. H4H staff add a limited number of households to a “housing queue” that represents the most current list of households prioritized for matching to housing slots linked to the coordinated entry system. Housing project matches are made through HMIS by a coordinated entry system referral specialist when an opening becomes available.

2. Initial Referrals. Owner or Property Manager shall notify H4H in writing at least ninety (90) calendar days prior to the date that Owner intends for any household to move into the Development at the time of initial lease up for the Development. When referrals are needed, Property Manager will contact the H4H coordinated entry referral specialist to inform them of pending vacancies. Upon notification of the available resource, the referral specialist will use the HMIS housing match features to prioritize participants from the housing queue for referral to the project by:
 - a. Filtering the housing queue so that it pulls a list of households that meet the NPLH eligibility criteria for the unit as outlined in Exhibit A.
 - b. Among those on the housing queue that meet the eligibility criteria for the unit, the referral specialist will prioritize households based on approved preferences for the designated units. Preferences for these units include individuals that meet the NPLH definition of chronic homelessness as identified in Exhibit A.
 - c. For every available and vacant unit, the referral specialist will identify at least two potential households for referral in rank order of priority based on preferences and the coordinated entry system prioritization criteria.
 - d. The referral specialist will create a list of households for referral to the vacant unit in order of priority. The list will include the name of the head of household, the number of people in their household, the applicant’s contact information, secondary contact information to reach the household, and the name(s), agencies, and contact information for service provider(s) working with the household.
 - e. The list of applicants will be made available via secure file sharing with Property Manager, Resident Services, and H4H.
 - f. Resident Services will then contact the applicant (s) being referred to the Project

and any service provider(s) working with the applicant household that will support them with their housing. This can include making multiple attempts to locate the individual(s) using location and contact data entered in HMIS, contacting other service agencies that the participant(s) work with, and visiting locations that the participant(s) are known to frequent. Resident Services and H4H designated lead for the project will also participate in the Housing for Health Connector meetings as needed to collaborate with other providers who may be aware of the Project's referred participant/s' whereabouts. Once contact has been made, Resident Services will verify participant interest in the housing and support them in completing the required Property Manager and Housing Authority application and documentation process. H4H staff will provide written verification of NPLH eligibility to Property Manager. Property Manager and the Housing Authority will verify additional participant eligibility. Following completion of the Housing Authority screening process, Property Manager will either accept or decline the referral. In the event the referral is declined, the coordinated entry referral specialist will be notified so that additional referrals can be made if necessary. Communication between Resident Services and the coordinated entry referral specialist will remain open throughout the referral process to ensure an efficient tenant screening and move-in process while remaining consistent with coordinated entry system policies.

3. Ongoing Lease-Up. From and after the initial rent-up of the NPLH Units, in the event Owner (or Owner's agent, including Property Manager) learns that an NPLH Unit is vacant or may become vacant, Owner or Property Manager shall notify H4H promptly in writing. H4H will identify and refer as described above in Section E.2. at least 2 NPLH eligible households from its housing queue for each vacant unit within 10 working days of receiving a request. H4H shall strive to complete referrals within 5 working days of receiving a request. NPLH-Eligibility Certification will be valid for a period of 120 calendar days from the date of the eligibility certification letter. Owner will have 90 calendar days from receiving the referral from H4H to process the application. County will not be responsible for any unit revenue loss due to Owner referral list and application processing time.
4. NPLH-Eligibility Certification Process. H4H shall establish a tenant certification process for NPLH-Eligible Households consistent with guidelines established by the California Department of Housing and Community Development NPLH Housing Program, or if such Program is no longer in existence, then in accordance with comparable guidelines established by County. H4H shall provide written verification of NPLH eligibility to Property Manager for all households accepted into NPLH units at the property. County shall only be responsible for certifying that potential tenants are NPLH eligible. As part of the certification process, and during a certified tenant's residency at the Development, County will ensure that applicants have linkages with appropriate and desired supportive services at the level necessary to support their successful tenancy.
5. NPLH Applicant. In the event an applicant who has not been certified as NPLH-Eligible expresses an interest in an NPLH Unit at the Development, Owner shall refer such applicant to H4H for assistance in determining NPLH Eligibility and for information on how to be included in the CoC's coordinated entry system.

F. Application Process.

1. Application. At least ninety (90) calendar days prior to initial rent-up of the Development, Property Manager shall provide a copy of its tenant application for the Development to H4H. In the event Property Manager modifies its tenant application for the Development, Property Manager shall provide copies of such tenant application at least thirty (30) calendar days prior to use of such application.
2. Tenant Selection Policy.
 - a. Following approval by appropriate funding agencies and regulatory authorities, Property Manager shall provide a copy of their tenant selection criteria including eligibility criteria and preferences to H4H. In the event Property Manager modifies its tenant selection criteria, Property Manager shall provide copies of such modified tenant selection criteria at least thirty (30) calendar days prior to implementing such criteria to H4H.
 - b. At all times, Property Manager's tenant selection criteria shall be subject to approval by the Housing Authority of the County of Santa Cruz and shall comply with fair housing laws and incorporate the reasonable accommodation procedure set forth in Article II Section D. All marketing materials and application procedures will also comply with fair housing laws.
3. Assistance from H4H. H4H and its provider network shall provide assistance to potential applicants with the application process, by, among other activities, providing guidance to applicants in completing and organizing the application, gathering the information necessary to document applicant's income information or access to rental assistance, attending the lease-up interview, communicating with Owner regarding the application process, communicating with Owner to discuss the status of Owner's review and to address any questions an applicant may have related to the Development. If applicable, H4H and its provider network shall also assist applicants in requesting and obtaining a reasonable accommodation in the application and selection process.

G. Move-in Procedures; Orientation.

1. Move-in Procedures.
 - a. Prior to initial rent-up, Property Manager shall establish reasonable move-in procedures and provide copies of such procedures to H4H. In the event Property Manager modifies its move-in procedures, Property Manager shall provide copies of such modified move-in procedures at least thirty (30) calendar days prior to implementing such procedures.
 - b. H4H or the service provider(s) designated by County shall offer to assist each NPLH-Eligible Household referred by County with the move-in process and shall make diligent efforts to secure financial assistance for any move-in costs incurred by NPLH-Eligible Households.
2. Tenant Orientation. Prior to move-in and after admission of an NPLH-Eligible Household, Property Manager shall meet with each NPLH-Eligible Household to orient

the household to the Development. A representative from County or its provider network is strongly encouraged to attend the orientation with the NPLH-Eligible Household and is requested to advocate to clients that they attend to provide support. The orientation shall include an explanation of the expectations of tenancy, the availability of supportive services to assist in meeting those expectations, the opportunities for personal and social engagement in the Development which will help support tenant well-being, community resources, maintenance request procedures, house rules and Development common area rules, and rent collection requirements. At such orientation, Property Manager will seek to obtain from any tenant receiving services, written permission from such tenant that will allow Property Manager and provider to communicate about the tenant's housing and health and safety issues that might arise during their tenancy.

ARTICLE IV ROLES AND RESPONSIBILITIES

A. Responsibilities of Parties

1. Participate in a collaborative planning process that develops and strengthens linkages among the Parties, which will finance and deliver housing and services to NPLH tenants.
2. Facilitate the development of inter-disciplinary and inter-agency strategies to meet the needs of NPLH tenants more effectively, including the provision of supportive services linked to permanent housing. Parties will coordinate staff and resources to reduce the fragmentation and barriers encountered by the target population and help them stabilize their health and maintain their housing.
3. Work with other collaborative members to: appropriately share information and decision making through case conferences and other strategies as needed; deliver services appropriate to NPLH tenants; implement appropriate safeguards to protect NPLH tenant confidentiality in accordance with all ethical and legal requirements.
4. Work in partnership to identify service needs, develop program strategies, and implement services in a manner that respects the dignity and diversity of NPLH tenants.
5. 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.
6. Monthly Operations Meetings: Designate representative(s) to participate in the monthly Operations Meetings convened by Property Manager. Meetings are to be attended by:
 - a. Owner, as represented by the on-site Property Manager;
 - b. The NPLHSP lead, represented by County staff or an employee of a County contractor;
 - c. H4H designated project representative;
 - d. The Resident Services representative for the Project.

While Operations Meetings will occur monthly, Parties may be required to attend such meetings more frequently during the rent-up period as agreed upon by the Parties. Monthly meetings will cover the following topics as part of a standard agenda: Staffing updates and issues, major development issues, new tenant move-ins, tenant move-outs, screening status of applicants in process, housing retention issues or concerns with specific tenants (rent, rules violations, behavioral issues), health concerns with specific tenants, legal issues with tenants, building maintenance, community issues of concern, upcoming development events.

7. Reporting: All Parties must, in a timely manner, fulfill all reasonable data requests made by County.
8. Work in collaboration to decrease Property tenant issues or disturbances and those experienced by the housing project tenant community as a whole.
9. Participate in meetings with community stakeholders, including the police or sheriffs' departments, to address concerns about mental health and substance abuse and to resolve issues with NPLH tenants in a timely manner, and to reduce stigma.
10. NPLH Tenant review meetings: Resident Services representative to hold weekly NPLH tenant status review meetings with Property Manager's representative, individual case manager and other staff as needed to discuss issues such as: tenant behavior, tenant crises, Resident Services coordination, and how to effectively address such issues. Meetings will use a trauma-informed approach. Participating staff will be trained in trauma-informed approached as well as confidentiality and HIPAA regulations and conduct information sharing within those parameters.
11. Develop NPLH applicant policy and procedures that are NPLH criteria inclusive of the Coordinated Entry System, Owner, Housing Authority, and County and CoC certifications.
12. On an annual basis, County shall submit the data required by California Department of Housing & Community Development ("HCD") in its published guidelines for each of its NPLH Assisted Units. County shall work with each Property Manager and lead service provider to gather the data. The data may be, but is not required to be, gathered from the local HMIS. Property Manager will provide any requesting data by County for input into the HMIS system. Reporting must be done in a timely manner, fulfill all reasonable data requests made by the Parties including BHS, as required by County and the NPLH Housing Program. A schedule for reporting data will be developed and followed by the Parties.
13. Collaboration among Parties: Parties agree to work as a team and also individually to provide the following activities to minimize duplication or overlapping of responsibilities:
 - a. Coordinate social services with building management services;
 - b. Parties agree to cooperatively schedule and coordinate the common area spaces for both onsite and offsite providers wishing to use the space;

- c. Participate in developing and modifying policies and procedures;
- d. Assist case managers in carrying out their responsibilities by providing support and direct assistance to residents;
- e. Parties shall individually fulfill their respective responsibilities outlined in the NPLH Supportive Services Plan, Exhibit B.

14. Safety, Security, and Emergency Response. Parties agree that being well prepared to handle security threats, emergencies and disasters is important to reduce the risk of harm to NPLH tenants and staff.

- a. BHS agrees to provide an annual training for project-level staff on topics which may include, Crisis Management, trauma-informed care, conflict de-escalation and other skills.
- b. Property Manager agrees it shall:
 - i. Provide County and Owner with copies of current and any amended evacuation plans for the Property.
 - ii. Ensure that all staff are trained on when to call the police, when to communicate with their supervisors, and when to communicate with County or Residence Services, and Owner in the event of an emergency.
 - iii. Maintain an incident log and to allow County, NPLHSP, and Owner to review that log on a regular basis.
 - iv. Train their staff to go through the appropriate service provider if they have a question regarding how to handle a NPLH tenant situation or to make referrals.
- c. All Parties agree they shall:
 - i. Train service staff in evacuation procedures and other safety measures if on-site at the time of a disaster or other significant emergency.
 - ii. Provide crisis intervention when needed and when requested by Property Manager.

A. Responsibilities of Owner

Owner is responsible for developing and implementing policies that govern the Project and publicly represents and gives overall direction to the activities that take place at the housing site. Owner will create Project policy and establish Project direction in consultation with Property Manager and services partners. The Project is to be managed in compliance with all regulatory agreements for the Development and regulations pertaining to applicable subsidy programs.

Owner agrees to and will:

1. Reserve 6 of the 53 units for “NPLH-Eligible Households” as defined in Exhibit A.
2. Establish policies and procedures pertaining to the Project, including the establishment of the lease and house rules, and work to keep the operation of the Project responsive to legal issues.
3. Provide an authorized representative who will perform the following functions in matters pertaining to the Project:
 - a. Respond to complaints and concerns from all Parties as well as tenants;
 - b. Oversee Management practice and strategy for effective communication and responsiveness to tenants and reasonable accommodation for disability;
 - c. Facilitate and attend meetings as needed;
 - d. Represent the Project publicly to community members and to local government agencies, as appropriate;
3. Collaboratively advocate for continued funding and services for the Project.
4. Notify all Parties of any potential changes to the regular operations of the Project, or any potential changes or losses of funding that could impact the operations of the Project.
5. Provide resources and support to tenants who need reasonable accommodations. It is expected that Property Manager should receive and respond to requests and Owner supports Property Manager in establishing a policy regarding reasonable accommodations.
6. Establish and communicate clearly about policy and procedures related to the move in process to all Parties and NPLH tenants, and work with all Parties and NPLH tenants to resolve questions and concerns about the move-in process.
 - a. Attend meetings as required by this Agreement, and otherwise help to resolve differences between all Parties.
 - b. Establish policy regarding ongoing tenancy issues, such as house rules and unit transfers.
 - c. Promote collaboration and communication between Property Manager, CoC, County and its Providers, and other community programs and supports for tenants throughout tenancy and especially in the eviction process by attending and facilitating meetings between the parties as necessary, investigating questions and complaints about the process, and communicating with Property Manager, CoC County and its Provider, and other Programs about Development policy.
7. Fulfill all obligations required by the agreement between Owner and California Department of Housing & Community Development (“HCD”) in regards to the funding for the Property units.

8. Ensure that all regulatory and funding requirements are met.
9. Prepare all budgets and cost estimates related to the operation of the Project, not including budgets related to the provision of social services by County and include costs of overall Resident Services and relevant staff in the operating budget.
10. Pay all taxes associated with the Property.
11. Oversee the contract and duties of Property Manager.
12. Provide space and utilities for the on-site services in the community building at no cost to County.

B. Responsibilities of Property Manager

Property Manager agrees to and will:

1. Ensure reservation of 6 of the 53 Units for “NPLH-Eligible Households” as defined in Exhibit A.
2. Coordinate Monthly Operation Meetings. Property Manager agrees to and will bring to this meeting updated monthly tenant information including the most recent rent roll (current NPLH tenants and unit numbers), any NPLH tenant notices served, tenancy behavioral issues and concerns with NPLH tenants, housing quality standards issues with NPLH tenants, and other service referrals. At a minimum, meetings will occur monthly but more often if needed.
3. Keep County and NPLHSP(s) informed of issues affecting the general health and safety of staff and residents from a property management perspective at the Project about which Property Manager is aware.
4. Provide Resident Services, NPLHSP(s), and NPLH Tenants with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
5. Ensure that Property Manager staff members working at the Development are introduced to services provider staff and are aware of the roles and responsibilities of the service providers.
6. Provide Resident Services, NPLHSP(s) and NPLH Tenants with current copies of the leases and house rules for the Property. Additionally, ensure Resident Services and County will be provided a copy of all current leases upon request, as well as a copy of the current House Rules for the Property.
7. Provide Resident Services, NPLHSP(s) and NPLH Tenants with current written descriptions of the Development to include numbers and types of units, additional facilities, resident criteria, rental rates, and subsidy programs.
8. Share with NPLHSP(s) copies of the application form and all other required documents, and the criteria used by Property Manager to screen and approve or deny applicants. Property Manager will notify services providers any time there is a change in these forms

or policies.

9. Promote tenancy at the Development to interested applicants, including making any potential applicants who contact Property Manager aware of the process for contacting BHS about supportive services and programs.
10. Provide NPLHSP(s) and NPLH Tenants with a written policy/procedure outlining the process for tenants to request a reasonable accommodation, including forms or language that will assist Owner and Property Manager in meeting tenant needs. Due to the sensitive nature and legal issues surrounding reasonable accommodation, Property Manager will consult with Owner regarding the handling of accommodation requests.
11. Notify NPLHSP(s) of the status of an individual's application for tenancy when jointly requested by the applicant and the services provider. County and services provider shall be kept reasonably informed of anticipated vacancies and move-ins through discussion of these topics at regular meetings, as well as email and phone communication regarding appointments with NPLH tenants for screening interviews and lease signing meetings.
12. As part of the move-in process, provide an orientation to the lease and the house rules to new NPLH tenants to establish Property Manager expectations in areas such as use of communal space, rent collection, maintenance requests, etc.
13. Explain to new tenants the roles and responsibilities of Property Manager, Resident Services, and NPLHSP(s) at the Property and inform NPLH tenants of Property Manager's responsibility to refer tenants to supportive services whenever their housing is in jeopardy.
14. Provide written acknowledgement of receipt of written communication by NPLHSP(s) staff concerns about the Development's ability to provide reasonable accommodation to a tenant with a disability within five (5) business days from the receipt of written communication. Written response to concerns to be provided in a timely manner.
15. Enforce leases and house rules consistently and copy NPLHSP(s) on all warning letters and all notices sent to NPLH tenants when a tenant has given permission for such sharing with a particular service provider.
16. Notify County and NPLHSP(s) staff members of arrests, hospitalizations, and other critical incidents that Property Manager is aware of from a property management perspective as soon as reasonably possible.
17. If eviction is to occur, communicate with County and NPLHSP(s) regarding the process of notices, responses, and court dates, and if eviction is successful, regarding the lockout date.
18. Provide County, NPLHSP(s), and NPLH Tenants with copies of current evacuation plans, if any, for the Property.
19. Property Manager will work with Owner in the preparation and implementation of a Safety and Security Plan to include information that Property Manager will provide to tenants upon move-in to enable them to actively participate in keeping the Development safe, and mechanisms for collecting and incorporating tenant feedback on the Safety and Security Plan. It is acknowledged and understood by all Parties that Owner, Property Management and Resident Services cannot and are not guarantying or warranting the safety or security of the NPLH Tenants.

20. Ensure that Property Manager's staff is trained on when to call the police and when to communicate with their supervisors and with the services provider in the event of an emergency.

21. Attend meetings as required by this Agreement.

C. Responsibilities of Resident Services

Resident Services is responsible for coordinating resident related services to all residents within the entire Development. Services may be provided by Resident Services staff or by a contracted third-party service provider. Resident Services role as it pertains to the NPLH tenants is to ensure that services provided by BHS and designated services providers to the NPLH tenants are coordinated with the resident services provided to all residents within the entire Development.

Resident Services agrees to and will:

1. Assist coordination of NPLHSP(s) directed community-building activities and health education activities for NPLH tenants with overall community building activities and health education activities for entire Property/Project.
2. Assist in coordination of NPLHSP(s) directed educational and recreational services for NPLH tenants with overall educational and recreational services for entire Property/Project.
3. When necessary, act as an intermediary between Property Manager and NPLHSP(s).
4. When necessary, act as secondary emergency service provider and contact for NPLH tenants when NPLH services are unavailable.
5. Assist NPLHSP(s) in outreach to NPLH tenants to integrate NPLH tenants into the entire Property/Project and the general community.
6. Attend service provider meetings with NPLHSP(s) when requested to discuss pertinent Property and/or NPLH tenant issues.
7. Attend meetings as required by this Agreement.
8. When requested, provide appropriate non-legal referrals to NPLH tenants to assist them in meeting tenancy obligations when Property Manager serves warning letters or notices regarding noncompliance with leases and house rules.
9. Contact the NPLHSP(s) staff when Resident Services is aware that the NPLH tenant's health, safety, or housing are at risk when the NPLH tenant has authorized disclosure of information to the service provider or disclosure is authorized by law. The intent of such communication will be to promote the health and well-being of individual NPLH tenants and to reduce the potential for evictions.
10. Notify NPLHSP staff of unusual, erratic, or disruptive behavior it observes in tenants. It

is understood that the Resident Services staff member is not a health care provider or health care professional and has no diagnostic or health related skill set and shall not be held responsible for failing to observe or recognize behavior that might be deemed to be unusual, erratic, or disruptive.

11. Keep NPLHSP(s) informed about issues affecting the general health and safety of staff and residents at the Property about which the site staff is aware.
12. When requested, provide NPLH tenants with a list of agencies (such as Legal Aid) that assist individuals with meeting tenancy obligations when tenants have received warning letters or notices of non-compliance with lease and house rules.
13. It is understood that Resident Services shall not be held responsible for personal actions of NPLH tenants, including damage to housing property, damage to personal property, or personal injury to other tenants or any staff of Parties, unless Resident Services is in breach of this Agreement or negligent in its performance of its responsibilities under Owner/Resident Services Agreement. In addition, it is understood that Resident Services does not guarantee or warrant that the services provided to NPLH tenants will deter tenants from acting in a manner resulting in damage to housing property, damage to personal property, or personal injury to other tenants.

D. Responsibilities of County

County agrees to and will.

1. Provide mental health services to NPLH tenants by contracting with third party NPLHSP to ensure access to on-site services coordination and visiting services for NPLH tenants in accordance with the NPLH Supportive Services Plan (Exhibit B). Should funding appropriation be reduced for any period of this Agreement, the services will be reduced in accordance with the remaining available funding amount.
2. Coordinate with NPLHSP to sustain and expand cost-effective services linked to permanent housing for eligible seriously mentally ill individuals.
3. Coordinate and support access to payee services connections for NPLH tenants when needed and oversee coordination with providers of these services.
4. Assist, as needed, in the coordination of the Monthly Operations Meeting.
5. Facilitate timely referral and placement process for the NPLH funded units, making sure that the applicants meet the eligibility criteria for the Property; this includes initial rent-up as well as vacancies upon turn-over.
6. Attend meetings as required by this Agreement.
7. Provide centralized training and resources related to supportive housing and housing NPLH households as needed to the Parties. County will offer such training to Owner prior to the initial lease up phase, if needed.

8. Provide Resident Services with a regular report on services delivered (frequency of which to be agreed upon by the Parties), as required by the NPLH housing program.
9. Notify Resident Services of any changes in the service package offered to NPLH tenants, and any potential changes or losses of funding that could impact the availability of services at the Property.

E. Responsibilities of County That Will Be Fulfilled By Their Contracted NPLHSP:

County agrees its contracted NPLHSP will do the following:

1. Provide individualized client centered case management services to the NPLH tenants that includes life skills development, supportive counseling, informational and referral, problem resolution, good tenancy and housing retention, coordination with County services.
2. Help NPLH tenants understand and meet their obligations with respect to tenant agreements and community rules.
3. In collaboration with the Parties, assist tenants with the leasing process at the Project.
4. During the tenant selection and move-in and housing maintenance phases, provide support and an on-site presence to assist the Parties and NPLH tenants in transitioning smoothly into housing.
5. In collaboration with the Parties, develop case management service plans and provide service coordination for all residents who participate in on-site services.
6. Provide supportive services to NPLH tenants in accordance with the terms of the NPLH Supportive Services Plan (Exhibit B).
7. Partner with Resident Services staff to facilitate community-building activities for NPLH tenants when possible (i.e., educational workshops, trainings, garden projects, 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 use disorder recovery, effective management of the symptoms of mental illness, and safety issues.
8. Facilitate tenant participation in building wide activities, if any, that support the maintenance of a safe, clean, supportive housing environment.
9. Act as the primary intermediary between Property Manager and NPLH tenants.
10. Participate in training and education programs regarding co-occurring mental disorder and substance use disorder, prevention and intervention, symptom management, trauma-informed care and harm reduction as agreed upon with County.
11. Establish communication procedures with Resident Services and Property Manager for after hours and or emergency issues related to NPLH tenants.

F. Relationship of the Parties

In no event shall this Agreement or the actions of the Parties hereto be construed to create a partnership, joint venture, or agency relationship between the Parties. Except as otherwise expressly provided herein, no Party to this Agreement has the authority or right to bind any other party and no party shall have or incur any liability for any act or omission of any other party. Each of the Parties will hire, train, supervise, direct the work of, pay, and discharge all of their own employees or volunteers necessary for providing services in accordance with this Agreement. Each of the Parties shall comply with all applicable state and federal laws and regulations pertaining to employment of their own personnel. Each Party is responsible for paying all Federal and State payroll contributions or taxes including withholding FICA, unemployment, unemployment insurance, workers compensation, old age retirement benefit, pension, annuities, disability and every other tax now or hereafter imposed and will comply with all Federal and State laws on such subjects or other remunerations paid to their own employees on services provided under the terms of this Agreement.

**ARTICLE VI
INSURANCE & INDEMNITY**

A. Mutual Indemnity. Each Party shall mutually indemnify and save harmless the other Parties and their affiliates, officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from each Party's performance under the terms of this Agreement, each Party's performance of any work or services required of that Party under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

1. Injuries to or death of any person, including Parties' employees, officers, or agents;
2. Damage to any property of any kind whatsoever and to whomsoever belonging;
3. Any sanctions, penalties, or claims of damages resulting from a Party's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
4. Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of an indemnified Party and/or its officers, agents, employees, or servants. However, a Party's duty to indemnify and save harmless a Party under this Section shall not apply to injuries or damage for which the indemnified Party so has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of a Party to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. Insurance

1. County Insurance. County represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers officials, employees, agents, and

volunteers acting within the course and scope of their respective duties and that its self-insurance covers the County's indemnification obligations under this Agreement.

2. Other Parties' Insurance. Owner, Property Manager, and Resident Services shall maintain a commercial general liability insurance policy with minimum coverage of \$1 million per occurrence and \$2 million general aggregate covering all employees, contractors and volunteers, as well as an umbrella liability insurance policy with minimum coverage of \$3 million; a commercial auto insurance policy with minimum coverage of \$1 million per occurrence on all owned, non-owned, and hired autos; and workers compensation insurance in compliance with Federal, state and local regulations. County shall be named as additional insureds on the commercial general liability policies obtained and maintained by Owner, Property Manager, and Resident Services and shall provide County with proof of coverage.

ARTICLE VII MISCELLANEOUS

- A. Term. This Agreement shall commence on the Effective Date and shall terminate on March 14, 2044. If the date of the execution of the Project-Based Voucher Housing Assistance Payments Contract with the Housing Authority for the Development is after the Effective Date, then the Agreement shall run twenty (20) years from the execution date of the Project-Based Voucher Housing Assistance Payments Contract. The Parties may choose to extend the term of this Agreement upon mutual agreement prior to termination of this Agreement.
- B. Default. Any one or more of the following acts, events, or omissions by or involving a Party to this Agreement shall be deemed a default under this Agreement (a "Default") by the defaulting Party provided that such act event or omission is not capable of cure, or is not cured in accordance with Section VII.D. below:
 - i. Material breach of any term, provision, or obligation of this Agreement.
 - ii. Failure to pay any undisputed fees, sums, costs, expenses, or damages owed pursuant to the terms of this Agreement.
 - iii. Fraud, willful misconduct, gross negligence, or bad faith on the part of either party.
 - iv. An act, error or omission by a Party or its officers, partners, members, directors, agents, or employees causing personal or property injury or damage to the NPLH tenants, Property, Owner, Property Manager and/or Resident Services.
 - v. A petition in bankruptcy filed by a Party
 - vi. An assignment by a Party for the benefit of creditors (whether by common law assignment or pursuant to specific provisions of State or Federal law), or the seeking of relief under any of the chapters of the Federal Bankruptcy Act.
 - vii. A petition in bankruptcy filed against a Party that is not dismissed within thirty (30) days of such filing.
 - viii. A material violation or disregard of any governing laws or ordinances applicable to such Party's performance of its obligations under this Agreement.

- ix. Causing Property Owner, Property Manager, or Resident Services to become the subject of a lien or reasonable evidence indicating probable filing of a lien.
 - x. Failure of a Party to maintain the licenses, permits, certificates, and credentials required for such Party to perform its obligations under this Agreement.
- C. Notice of Default. Upon the occurrence of a Default, the non-defaulting Party, shall have the right, but not the obligation, to notify the defaulting Party of the Default. Such Notice of Default shall be in writing and served in accordance with the Notice provisions in Article VII.P. Failure of either Party to object to a Default or to require compliance with this Agreement shall not constitute a waiver of any claim that party may have against the other.
- D. Curable Default. For Defaults referred to in Sections VII.B. (a “Curable Default”) the defaulting Party shall have a grace period of ten (10) calendar days in which to cure the Default after service of the written Notice of Default. Notwithstanding the foregoing, if a Curable Default cannot be remedied within the ten (10) calendar day period, the defaulting Party is deemed to be in compliance with this provision if that party has, in good faith, commenced to remedy the default within that ten (10) calendar day period and completes the cure within thirty (30) calendar days. Provided, however, if the defaulting Party has committed two (2) or more defaults during the preceding thirty-six (36) month period (even if said Defaults were timely cured), all subsequent Curable Defaults shall be deemed incurable.
- E. Remedies for Default. Should a defaulting Party fail to remedy a Curable Default within the permitted time, or should a defaulting Party commit a non-curable Default, the non-defaulting Party may without liability or prejudice to any other right or remedy allowed under contract or law exercise any or all of the following non-exclusive remedies:
 - i. Terminate this Agreement.
 - ii. Terminate all or any portion of the defaulting Party’s right to proceed with all or any portion of the services at the Property.
 - iii. Terminate all or any portion of the defaulting Party’s right to proceed with all or any portion of the services at the Property.
 - iv. Contract with others for the completion of such services.
 - v. Seek or obtain specific performance of an obligation under the Agreement.
 - vi. Enact any or all of the above remedies or pursue any other remedy available at law or in equity against the defaulting party, in the non-defaulting party’s sole discretion.
- F. Licensing. Each Party represents that it holds and shall maintain any required licenses, permits, or registrations and meets all the requirements of Federal, state, or local governments and agencies for the providing of the services. Each Party further warrants that it is authorized to do business in the State of California.
- G. Non-Assignment. No Party shall assign this Agreement without the prior written consent of the other Parties.
- H. Retention and Audit of Records. Owner, Property Manager, and Resident Services shall

retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment made by County under this Agreement or until a final audit report is accepted by County, whichever occurs first. Upon request by County, Owner, Property Manager, and Resident Services shall produce said records for County inspection and/or copying. Owner, Property Manager, and Resident Services hereby agree to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment by County under this Agreement.

- I. Reporting. County may provide aggregate level data and information related to housing NPLH-Eligible Households.
- J. Trainings. County will provide centralized trainings and resources related to supportive housing and housing NPLH-Eligible Households as needed by the Parties. County will offer such training to Owner and Related Entities prior to initial rent-up, if needed.
- K. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this Agreement, a Party shall notify the other Parties in writing. Within fifteen (15) calendar 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 agree to meet and confer at least three (3) additional meetings within a forty-five (45) calendar day period for a minimum of one (1) hour at each meeting prior to taking any additional action against any Party.
- L. Presentation of Claims. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- M. Nondiscrimination. The Parties agree that there shall be no 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 or the Project.
- N. 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.
- O. Amendments. This Agreement may be amended only in writing and authorized by the designated representatives of Owner, Property Manager, Resident Services, and County. This Agreement 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. Any change to this agreement is subject to approval by the Housing Authority.
- P. 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:

Santa Cruz County:

County Health Services Agency - Behavioral Health Services (BHS)
1400 Emeline Avenue
Santa Cruz, CA 95060
Attention: Health Services Agency Director

County Human Services Department – Housing for Health Division (H4H)
1000 Emeline Avenue
Santa Cruz, CA 95060
Attention: Housing for Health Division Director

Owner:

Eden Freedom Investors, L.P.
c/o Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541
Attention: Chief of Real Estate Development

Property Manager:

Eden Housing Management, Inc.
22645 Grand Street
Hayward, CA 94541
Attention: Chief Operating Officer

Resident Services:

Eden Housing Resident Services, Inc.
22645 Grand Street
Hayward, CA 94541
Attention: Chief Operating Officer

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).

- Q. Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart. Electronic counterparts are equally valid as duplicate counterparts.
- R. Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of the County of Santa Cruz shall be personally liable to Owner or Related Entities in the event of any default or breach by County.
- S. Venue and Choice of Law. Any arbitration, mediation, or litigation arising out of this Agreement shall occur only in Santa Cruz County, notwithstanding the fact that one of the contracting parties may reside outside of the Santa Cruz County. This Agreement shall be governed by, and interpreted in accordance with, California law.
- T. Integration. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement forming the basis for this Agreement. The Parties agree that this written Agreement supersedes any previous written or oral agreements between the Parties

regarding the subject matter of this Agreement including the Memorandum of Agreement executed by representatives of the Parties on or about February 15, 2024.

- U. Conformance to Law. Owner and Related Entities shall comply with all federal, state, and local prevailing laws, rules and regulations pertaining to the implementation, performance, and completion of this Agreement. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Agreement. Owner and Related Entities bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend, and hold County harmless for the consequences of any such violation, as referenced in Article VI.

[Signature page follows.]

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

COUNTY:

COUNTY OF SANTA CRUZ,
a political subdivision of the State of California

Health Services Agency

DocuSigned by:

By: _____
041697AF557E4B3
Monica Morales
Director, Health Services Agency

Human Services Department

DocuSigned by:

By: _____
D1EBB7500084B1
Randy Morris
Director, Human Services Department

APPROVED AS TO INSURANCE:

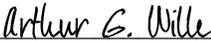
DocuSigned by:


Gina Borasi
Risk Management

APPROVED AS TO FORM:

DocuSigned by:


John Ng
Office of the County Counsel

DocuSigned by:


Arthur G. Wille
Office of the County Counsel

OWNER:

EDEN FREEDOM INVESTORS, L.P.,
a California limited partnership

By: EDEN FREEDOM LLC,
a California limited liability company, its general partner

By: EDEN INVESTMENTS, INC.,
a California nonprofit public benefit corporation, its sole manager/member

DocuSigned by:

By: _____
5A0F0G7EEA094DC...
Andrea Osgood
Chief of Real Estate Development

PROPERTY MANAGER:

EDEN HOUSING MANAGEMENT, INC.,
a California nonprofit public benefit corporation

By: Shola Olatoye
Shola Olatoye (Mar 20, 2024 16:59 PDT)

Shola Olatoye
Chief Operating Officer

RESIDENT SERVICES:

EDEN HOUSING RESIDENT SERVICES, INC.,
a California nonprofit public benefit corporation

By: Shola Olatoye
Shola Olatoye (Mar 20, 2024 16:59 PDT)

Shola Olatoye
Chief Operating Officer

Exhibit A

NPLH-Eligible Households

“Target Population” means members of the target populations identified in Welfare and Institutions Code Section 5600.3 (a) and (b) (adults or older adults with a Serious Mental Disorder or Seriously Emotionally Disturbed Children or Adolescents), who are Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness. This includes persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders.

Welfare and Institutions Code Section 5600.3 (b) (1)

For the purposes of this part "serious mental disorder" means a mental disorder which is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. Serious mental disorders include, but are not limited to, schizophrenia, as well as major affective disorders or other severely disabling mental disorders. This section shall not be construed to exclude persons with a serious mental disorder and a diagnosis of substance abuse, developmental disability, or other physical or mental disorder.

Members of this target population shall meet all of the following criteria:

- (A) The person has a mental disorder as identified in the most recent edition of the diagnostic and Statistical Manual of Mental Disorders, other than a substance use disorder or developmental disorder or acquired traumatic brain injury pursuant to subdivision (a) of Section 4354 unless that person also has a serious mental disorder as defined in paragraph (2).*
- (B)*
 - (i) As a result of the mental disorder the person has substantial functional impairments or symptoms, or a psychiatric history demonstrating that without treatment there is an imminent risk of decompensation to having substantial impairments or symptoms.*
 - (ii) For the purposes of this part, "functional impairment" means being substantially impaired as the result of a mental disorder in independent living, social relationships, vocational skills, or physical condition.*
- (C) As a result of a mental functional impairment and circumstances the person is likely to become so disabled as to require public assistance, services, or entitlements.*

For the purpose of organizing outreach and treatment options, to the extent resources are available, this target population includes, but is not limited to, persons who are any of the following:

- (A) Homeless persons who are mentally ill.*
- (B) Persons evaluated by appropriately licensed persons as requiring care in acute treatment facilities including state hospitals, acute inpatient facilities, institutes for mental disease, and crisis residential programs.*
- (C) Persons arrested or convicted of crimes.*
- (D) Persons who require acute treatment as a result of a first episode of mental illness with psychotic features.*

California veterans in need of mental health services who are not eligible for care by the United States Department of Veterans Affairs or other federal health care provider and who meet the existing eligibility requirements of this section, shall be provided services to the extent resources are available. Counties shall refer a veteran to the county veterans service officer, if any, to determine the veteran's eligibility for, and the availability of, mental health services provided by the United States Department of Veterans Affairs or other federal health care provider.

Welfare and Institutions Code 5600.3 (a)(1)

For the purposes of this part, "seriously emotionally disturbed children or adolescents" means minors under the age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms.

Members of this target population shall meet one or more of the following criteria:

- (A) As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occur:
 - (i) The child is at risk of removal from home or has already been removed from the home.*
 - (ii) The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.**
- (B) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.*
- (C) The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.*

“Homeless” for this program means adults or older adults with a Serious Mental Disorder or Seriously Emotionally Disturbed Children or Adolescents who meet the criteria below, according to 24 CFR Section 578.3, which include, but are not limited to:

- a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground, or
 - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals), or
 - iii. An individual who is exiting an institution where he or she resided for 90 days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- b. An individual or family who will imminently lose their primary nighttime residence provided that:
 - i. The primary nighttime residence will be lost within 14 days of the date of

- application for homeless assistance,
 - ii. No subsequent residence has been identified, and
 - iii. The individual or family lacks the resources or support networks, such as family, friends, faith-based or other social networks, needed to obtain other permanent housing.
- c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless, but who:
- i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 USC 1786 (b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a),
 - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60-day period immediately preceding the date of application for homeless assistance,
 - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance, and
 - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- d. Any individual or family who:
- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence,
 - ii. Has no other residence, and
 - iii. Lacks the resources or support networks, such as family, friends, and faith-based or other social networks, to obtain other permanent housing.

“Chronically Homeless” for this Program means an adult or older adult with a Serious Mental Disorder or Seriously Emotionally Disturbed Children or Adolescents who meet the criteria below according to 24 Code of Federal Regulations Section 578.3,:

- a. A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who
 - i. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been Homeless and living as described in paragraph (1) (A) of this definition continuously for at least 12 months, or on at least 4 separate occasions in the

last 3 years, as long as the combined occasions equal at least 12 months, and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1). Stays in institutional care facilities for fewer than 90 days will not constitute a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

- b. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- c. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been Homeless.

“At-Risk of Chronic Homelessness” for this Program means an adult or older adult with a Serious Mental Disorder or Seriously Emotionally Disturbed Children or Adolescents who meet one or more of the criteria below. All persons qualifying under this definition must be prioritized for available housing by using a standardized assessment tool that ensures that those with the greatest need for Permanent Supportive Housing and the most barriers to housing retention are prioritized for the Assisted Units available to persons At-Risk of Chronic Homelessness pursuant to the terms of the Project regulatory agreement. Qualification under this definition can be done through self-certification or in accordance with other established protocols of the Coordinated Entry System or other alternate system used to prioritize those with the greatest needs among those At-Risk of Chronic Homelessness for referral to available Assisted Units.

Persons qualifying under this definition are persons who are at high-risk of long-term or intermittent homelessness, including:

- (1) Pursuant to Welfare and Institutions Code Section 5849.2, persons exiting institutionalized settings, such as jail or prison, hospitals, institutes of mental disease, nursing facilities, or long-term residential substance use disorder treatment, who were Homeless prior to admission to the institutional setting;
- (2) Transition-Age Youth experiencing homelessness or with significant barriers to housing stability, including, but not limited to, one or more evictions or episodes of homelessness, and a history of foster care or involvement with the juvenile justice system; and others as set forth below;
- (3) Persons, including Transition-Age Youth, who prior to entering into one of the facilities or types of institutional care listed herein had a history of being Homeless as defined under this subsection (f)(3): a state hospital, hospital behavioral health unit, hospital emergency room, institute for mental disease, psychiatric health

facility, mental health rehabilitation center, skilled nursing facility, developmental center, residential treatment program, residential care facility, community crisis center, board and care facility, prison, parole, jail or juvenile detention facility, or foster care. Having a history of being Homeless means, at a minimum, one or more episodes of homelessness in the 12 months prior to entering one of the facilities or types of institutional care listed herein. The CES (as defined in Section 101(n)), or other local system used to prioritize persons At-Risk of Chronic Homelessness for available Assisted Units may impose longer time periods to satisfy the requirement that persons under this paragraph must have a history of being Homeless.

- (4) The limitations in subsection (v)(1)(C) pertaining to the definition of “Homeless” shall not apply to persons At-Risk of Chronic Homelessness, meaning that as long as the requirements in subsections (f)(1) - (3) above are met:
- (A) Persons who have resided in one or more of the settings described above in subsection (f)(1) or (f)(3) for any length of time may qualify as Homeless upon exit from the facility, regardless of the amount of time spent in such facility; and
 - (B) Homeless Persons who prior to entry into any of the facilities or types of institutional care listed above have resided in any kind of publicly or privately operated temporary housing, including congregate shelters, transitional, interim, or bridge housing, or hotels or motels, may qualify as At-Risk of Chronic Homelessness.

Exhibit B
NPLH Supportive Services Plan

Division of Responsibility for Services		
Type of Service	Description	Provider
Case management	Life skills development mental health rehabilitation services, and resource coordination. Case managers include County and contracted Mental Health Service Provider(s).	Santa Cruz County
Child Care Services	Assistance in connecting resources for childcare services/payment assistance	Santa Cruz County
Peer support activities	Navigate healthcare system, develop recovery plan, build daily living skills, identify community resources, wellness support groups	Santa Cruz County (connecting to Front St Peers)
Mental health care	Mental Health services, including psychiatric medication management and group/individual counseling	Santa Cruz County
Nutrition food assistance	Assistance connecting residents to local food resources	Santa Cruz County
Substance use services	Alcohol and Substance Use assessment, treatment and referrals	Santa Cruz County
Linkage to physical health care	Access to Family Health Clinics - HTN Checks/Health Screens; Medication Management	Santa Cruz County
Benefits counseling and advocacy	Benefit eligibility screening, information and linkage.	Santa Cruz County
Basic housing retention skills	For those who meet medical necessity, mental health case management will include rehabilitation and Daily Living Skills training/coaching. For others, the Housing Specialist will provide support as needed; psychiatric stabilization services that contribute to housing retention will be offered in the form of medication management and counseling at the appropriate level of care.	Santa Cruz County

Services for co-occurring mental and physical disabilities	Case Management, Benefit Entitlement, INR/ Care Management	Santa Cruz County
Educational services	Supported Education, GED, presentations	Eden Housing Resident Services, Inc.
Employment services	Supported Employment/Vocational Services	Santa Cruz County (connecting to Community Connection)
Linkage to other services	PT/OT services	Santa Cruz County
Recreational services	Services to reduce isolation including community building actives and holiday events	Eden Housing Resident Services, Inc.
Community building services	Resident council, resident engagement forums	Eden Housing Resident Services, Inc.
Health education activities	Instructor-led adult educational, health and wellness, or skill building classes	Eden Housing Resident Services, Inc.

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

HIPAA BUSINESS SERVICES ADDENDUM

COUNTY AS COVERED ENTITY

This Business Associate Addendum (“Addendum”) is entered into by and between the COUNTY OF SANTA CRUZ through its Health Services Agency – Behavioral Health Services (hereinafter referred to as “COUNTY”) and Eden Housing Resident Services, Inc. (hereinafter referred to as “Business Associate”) in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, governing protected health information (“PHI”), as amended from time to time (statute and regulations hereinafter collectively referred to as “HIPAA”).

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Addendum, Business Associate may use or disclose protected health information only to perform functions, activities or services for or on behalf of COUNTY, as specified in the Agreement, provided that such use or disclosure does not violate HIPAA and its implementing regulations, including but not limited to 45 Code of Federal Regulations (CFR) Parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to COUNTY under the regulations except as authorized for management, administrative or legal responsibilities of Business Associate.

2. Further Disclosure of PHI

Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum, or as required by law.

3. Safeguarding PHI

Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.

4. Unauthorized Use or Disclosure of PHI

Business Associate shall report to COUNTY any use or disclosure of the PHI not provided for by this Addendum or otherwise in violation of the Privacy Rule. Business Associate shall mitigate to the extent practicable any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum. Business Associate shall report to COUNTY within twenty-four (24) hours during a work week of discovery by Business Associate that PHI has been used or disclosed other than as provided for in this Addendum.

5. Agents and Subcontractors of the Business Associate

Business Associate shall ensure that any agent, including a subcontractor, to which Business Associate provides PHI received from, or created or received by Business Associate on behalf of COUNTY, shall comply with the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

6. Access to PHI

At the request of COUNTY, and in the time and manner designated by COUNTY, Business Associate shall provide access to PHI in a Designated Record Set to an Individual or COUNTY to meet the requirements of 45 CFR Section 164.524.

7. Amendments to Designated Record Sets

Business Associate shall make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or at the request of the Individual, and in the time and manner designated by COUNTY in accordance with 45 CFR Section 164.526.

8. Documentation of Uses and Disclosures

Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

9. Accounting of Disclosure

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

10. Records Available to County and Secretary

Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, to COUNTY or to the Secretary of the United State Department of Health and Human Services (Secretary) for purposes of investigating or auditing COUNTY'S compliance with the privacy requirements, in the time and manner designated by COUNTY or the Secretary.

11. Destruction of PHI

Upon termination of this Addendum for any reason, Business Associate shall:

- A. Return all PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY required to be retained by the Privacy Rule; or

- B. Return or destroy all other PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY.

This provision shall apply to PHI in possession of subcontractors or agents of Business Associate. Business Associate, its agents or subcontractors shall retain no copies of the PHI.

In the event Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide COUNTY notification of the conditions that make return or destruction not feasible. If COUNTY agrees that the return of the PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further use and disclosures of such PHI for so long as Business Associate, or any of its agents or subcontractors, maintains such PHI.

12. Amendments to Addendum

The Parties agree to take such action as is necessary to amend this Addendum as necessary for COUNTY to comply with the requirements of the Privacy Rule and its implementing regulations.

13. Mitigation of Disallowed Uses and Disclosures

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or the Privacy Rule.

14. Data Aggregation

Business Associate may provide data aggregation services related to the health care operation of COUNTY.

15. Termination of Agreements

COUNTY shall terminate this agreement upon knowledge of a material breach by Business Associate of which Business Associate fails to cure.

16. Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Addendum, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its employees or officers based upon a claimed violation of HIPAA, the HIPAA regulations, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

17. No Third-Party Beneficiaries

Nothing expressed or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

18. Regulatory References

A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

19. Survival

The respective rights and obligations of Business Associate under Section 11 of this Addendum shall survive the termination or expiration of this Addendum.

Exhibit D

Authorization to Release or Obtain Confidential Information

I, the undersigned, hereby authorize and request Eden Housing Resident Services, Inc. to release or obtain my information selected below, to and from the identified organization below for the purposes listed (including paper, oral, and electronic disclosure).

Resident Information

Name of Resident: _____

Social Security Number: _____

Date of Birth: _____

Purpose for Information: _____

Limitations for Information: _____

Identified Organization

Name of Organization: _____

Name of Primary Contact: _____

Contact Phone Number: _____

Contact Email: _____

Information to be Released or Obtained:

- Mental Health / Psychological
- Housing / Tenancy Related
- Alcohol / Substance Abuse
- Employment / Vocational
- Education
- Physical Health

Other: _____

This authorization will automatically expire one (1) year after the date of my signature as it appears below. I authorize the use of a copy of this form, including an electronic copy, for the disclosure of the information described above. I understand that I have the right to receive a copy of this form. I understand that the information may only be used for the purpose(s) described above.

I understand that I may revoke my authorization at any time. This revocation must be in writing and will not affect any information already released or obtained. By my signature below, I affirm that I am signing this authorization voluntarily, I have read this form, or it has

been read to me, and I understand its content and agree to the disclosure(s) of the specified information above to/from the identified organization(s) listed.

Signature of Resident: _____ Date _____

Name of Witness: _____

Signature of Witness: _____ Date _____

Prohibition on re-disclosure: This information has been disclosed to you from records whose confidentiality is protected by federal law. Federal regulations prohibit further disclosure without specific written consent from the person to who it pertains.

Santa Cruz County NPLH MOA Tabasa Gardens (2024-03-14)_Combined

Final Audit Report

2024-03-20

Created:	2024-03-20
By:	Shaumbria Broach (sbroach@edenhousing.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzQt4XYZbWP17Xur59oiluslrHrQxU55

"Santa Cruz County NPLH MOA Tabasa Gardens (2024-03-14)_Combined" History

 Document created by Shaumbria Broach (sbroach@edenhousing.org)

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Signature Date: 2024-03-20 - 11:59:25 PM GMT - Time Source: server

 Agreement completed.

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