

**No Place Like Home Program (NPLH)  
Memorandum of Agreement – Jessie Street Terrace Apartments**

This No Place Like Home Memorandum of Agreement ("Agreement") is entered into on March 7, 2025 ("Effective Date") between MP Boardwalk Associates, 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 Division, a County department, supportive services funding agency, and Lead Service Provider ("BHD"), and the Santa Cruz County Human Services Department – Housing for Health Division, a County department, acting as the administrator of the Housing and Urban Development ("HUD") Department designated local Continuum of Care ("CoC"), collectively, the "County"; MidPen Property Management Corporation, a non-profit property management corporation ("MidPen Management"), and MidPen Resident Services Corporation, a non-profit organization ("MidPen Services"). Collectively, Owner, County, MidPen Management, and MidPen Services will be referred to as "the Parties."

**RECITALS**

- A. Owner is currently developing a 50-unit residential development at 314 Jessie Street, Santa Cruz, CA 95060, ("Development"). Owner will own and operate the completed Development as affordable housing. Owner will contract with MidPen Property Management Corporation ("MidPen Management") to provide property management services for the Development and to act as Owner's property management agent. Owner will contract with MidPen Services for the providing of resident related support services to the Development. It is understood that MidPen Management and MidPen 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 thirteen units (all studio units) ("NPLH Units") to be set aside in the Development for "NPLH-Eligible Households" as defined in Exhibit A.
- C. Owner will utilize the MidPen Management and MidPen Services organizations denoted above to provide property management and identified on-site services and supports to the NPLH-Eligible Households at the Development.
- D. In connection with the NPLH Units and as evidenced by this Agreement, the Parties are collaboratively engaging in a project within Santa Cruz County (the "Project") for 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.
- E. 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.

- F. The Parties agree that a strong level of communication and coordination among the Parties is necessary to ensure the Project's success.
- G. This Agreement is intended to identify roles and responsibilities of County, CoC, Owner, MidPen Management, and MidPen Services and memorialize certain rights and obligations of the Parties related to the Project.
- H. County may subcontract with County-identified, Non-Affiliated Service Provider(s), 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. Such Non-Affiliated Service Partner(s) is also referenced herein as NPLH Services Provider or "NPLHSP." The Parties acknowledge that County may use NPLHSPs within County's program known as IHART (Santa Cruz County Integrated Housing and Recovery Team). NPLH Eligible Households at the Project receiving services from County and/or a NPLHSP may be referred herein as "NPLH residents." County shall designate one or more 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 NPLHSP(s) will be assuming and performing certain services/obligations of County as set forth in this Agreement. County shall be responsible for ensuring that NPLHSP(s) comply with the terms of this Agreement. If any NPLHSP intends to use Owner's office or community space for service provision such NPLHSP shall enter into an agreement with Owner to maintain required insurance and to provide indemnities to Owner, MidPen Management, and MidPen Services.
- I. The Parties acknowledge that a portion of the services set forth herein provided to NPLH Eligible Households by NPLHSP and/or MidPen Services may also be subject to the policies and procedures set forth in the CalAIM (California Advancing & Innovating Medi-Cal) program administered by the California Department of Health Care Services (DHCS) and local Managed Care Plans (MCPs), incorporated into this Agreement by reference. References herein to the CalAIM program are for the benefit of the NPLHSP and MidPen Services to provide guidance on how to address circumstances when the services set forth in this Agreement may also be subject to the policies and procedures within CalAIM.

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 Health Insurance Portability and Accountability Act of 1996 (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 MidPen Management and MidPen Services are related entities of Owner (“Related Entities”) and 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 resident 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.

1. The Parties hereby acknowledge and agree that in the performance of their roles and responsibilities under this Agreement as defined herein, the Owner and MidPen Management are not considered a Covered Entity or Business Associate as defined by HIPAA.
  2. The Parties hereby acknowledge and agree that in the performance of its roles and responsibilities under this Agreement as defined in Section 4, MidPen Services is considered a Business Associate of BHD as it pertains to applicable HIPAA regulations.
  3. It is further acknowledged and agreed that the terms of the Business Associate Agreement attached as Exhibit D, shall apply to and govern the above referenced services for which MidPen Services is a Business Associate.
- B. Obtaining Written Consent for Disclosure. After admission of an NPLH-Eligible Household to the Development, the Parties will obtain 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. An example consent form is provided in Exhibit C. Consent forms will be periodically reviewed by Owner and/or its Related Entities.
- 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 training 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. County and CoC 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. CoC shall provide an NPLH verification letter to MidPen Management as part of an NPLH unit application package. MidPen Management shall provide CoC's NPLH verification letter to HACSC together with the referral and application for any Project Based Voucher (PBV) unit.
- B. Determining Section 8 Project Based Voucher Eligibility. In addition to meeting NPLH eligibility requirements, applicants must also meet HUD and Housing Authority of the County of Santa Cruz (HACSC) eligibility requirements for the Section 8 Project Based Voucher (PBV) Program. All NPLH Units are also Section 8 Project Based Voucher Units and therefore applicants must meet the requirements of both the NPLH and HUD Section 8 PBV programs. To the greatest extent possible, CoC shall only refer NPLH applicants that are believed to meet the requirements for the Project Based Voucher Program. The HACSC will determine Section 8 PBV eligibility after receiving a referral from the Owner.
- C. Marketing. If requested by Owner, County shall assist Owner/MidPen Management in their marketing efforts by conducting outreach to potential residents of the NPLH Units and otherwise promoting the Development and vacant NPLH Units.
- D. 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 endeavor to incorporate the "Housing First" principles set forth in California Welfare and Institutions Code section 8255 in the marketing, application, selection process, and supportive services for NPLH Units at the Development.

These principles include:

1. Resident 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 resident driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Residents 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 residents based on criteria other than "first-come-first-serve," 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 residents' lives, where residents are engaged in nonjudgmental communication regarding drug and alcohol use, and where residents are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the resident 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 residents.

E. 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 MidPen Management 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/MidPen Management shall provide a notice to all applicants that disabled applicants may be entitled to a reasonable accommodation in the resident selection and admission process.
2. If Owner/MidPen Management intends to deny a requested accommodation because it is not reasonable, Owner 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/MidPen Management will provide a copy of the reasonable accommodation procedure and any amendments to such procedure to County and CoC. Owner/MidPen Management may amend the reasonable accommodation procedure, except for those accommodations required by law. Owner/MidPen Management shall endeavor to provide a copy of the amendments to

County and CoC.

4. Nothing herein shall require Owner/Property Management to keep units vacant for a period of longer than thirty (30) 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.

F. 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. The Santa Cruz County Human Services Department Housing for Health Division (“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 Continuum of Care maintains a process for recruiting, training, and supporting Housing for Health Connectors that conduct housing needs assessments, develop housing action plans, engage in housing problem solving work, and coordinate 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 the Continuum of Care, and the assessed participant is assigned a score. To the extent CoC or a third-party agent of CoC has not entered information into HMIS, MidPen Services is authorized, but not obligated, to enter the necessary information into HMIS. MidPen Services does not intend to enter any NPLH Resident protected health information (PHI) as defined by HIPAA into HMIS. Before the entry of information into HMIS, MidPen Services shall obtain a signed “Information Sharing Authorization” from the applicant/ individual according to CoC HMIS policies and procedures, incorporated into this Agreement by reference. 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/MidPen Management shall notify CoC 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, MidPen Management will contact the 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 HMIS ID for the head of 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. The list of applicants will be made available via secure file sharing with MidPen Management, MidPen Services, and County.

MidPen 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 into HMIS, contacting other service agencies that the participant(s) work with, and visiting locations that the participant(s) are known to frequent. The MidPen Services and County 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, MidPen Services will verify participant interest in the housing and support them in completing the required MidPen Management and Housing Authority of the County of Santa Cruz (HACSC) Section 8 PBV applications and documentation process. CoC staff will provide written verification of NPLH eligibility to MidPen Management. MidPen Management and HACSC will verify additional participant eligibility. Following completion of HACSC screening process, MidPen Management will either accept or decline the referral. Referral is not a guarantee of occupancy of a NPLH Unit. Applicants who are referred to MidPen Management for occupancy of a NPLH Unit shall complete and submit the rental application and rental lease agreement. The applicant shall be required to satisfy all eligibility requirements for occupancy of a unit within the Development including but not limited to requirements of the Low-Income Housing Tax Credit Program, HACSC Section 8 PBV program, and all requirements set forth in the Resident Selection Criteria. MidPen Management and Owner reserve the sole discretion as to final approval of applicants for the NPLH Unit. 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 MidPen Services and the coordinated entry referral specialist will remain open throughout the referral process to ensure an efficient resident 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 MidPen Management) learns that an NPLH Unit is

vacant or may become vacant, Owner/MidPen Management shall notify CoC promptly in writing. CoC will identify and refer at least 2 NPLH eligible households from its housing queue for each vacant unit. Referral is not a guarantee of occupancy of a NPLH Unit. Applicants who are referred to MidPen Management for occupancy of a NPLH Unit, shall complete and submit the rental application and rental lease agreement. The applicant shall be required to satisfy all eligibility requirements for occupancy of a unit within the Development, including but not limited to requirements of the Low-Income Housing Tax Credit Program, HACSC Section 8 PBV program and all requirements set forth in the Resident Selection Criteria. MidPen Management and Owner reserve the sole discretion as to final approval of applicants for the NPLH Unit. In the event the referral is declined, the coordinated entry referral specialist will be notified so that additional referrals can be made if necessary. Any applicant for a PBV unit who is declined must be sent a denial letter by Owner, and a copy of the denial letter must be provided to the HACSC within 30 days of denial.

4. NPLH-Eligibility Certification Process. CoC shall establish a resident 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 CoC. CoC shall provide written verification of NPLH eligibility to the Development for all households accepted into NPLH units at the property. CoC shall only be responsible for certifying that potential residents are NPLH eligible. As part of the certification process, and during a certified resident'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. CoC will provide referrals of certified eligible NPLH households within (10) working days of receiving a referral request from Owner and applicant and will notify Owner and the applicant about the status of their certification. NPLH-Eligibility Certification will be valid for a period of 120 calendar days from the date of the eligibility certification letter during the initial lease-up period and for 60 calendar days thereafter for subsequent vacancies and referrals. MidPen Management shall provide CoC's Certification of NPLH eligibility to HACSC together with the referral and application for any NPLH PBV unit.
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 CoC for assistance in determining NPLH Eligibility and for information on how to be included in the CoC's coordinated entry system.

G. Application Process.

1. Application. At least ninety (90) calendar days prior to initial rent up of the Development, MidPen Management shall provide a copy of its resident application for the Development to County and CoC. In the event MidPen Management modifies its resident application for the Development, MidPen Management shall provide copies of such resident application at least thirty (30) calendar days prior to use of such

application.

2. Resident Selection Criteria

- a. MidPen Management shall provide a copy of their Resident Selection Criteria, executed March 2024, including eligibility criteria and preferences to County and CoC. In the event MidPen Management modifies its Resident Selection Criteria, MidPen Management shall provide copies of such modified resident selection criteria to appropriate funding agencies and regulatory authorities, including California Department of Housing & Community Development (“HCD”) at least thirty (30) calendar days prior to implementing such criteria. Any changes to the Resident Selection Criteria will be subject to approval by the HACSC and shall maintain resident selection eligibility criteria and screening standards appropriate to NPLH Program and in a way that is consistent with Housing First for the duration of this Agreement.
  - b. At all times, MidPen Management's Resident Selection Criteria shall comply with fair housing laws and incorporate the reasonable accommodation procedure set forth in Article II Section E. All marketing materials and application procedures shall also comply with fair housing laws.
3. Assistance from County. County and their 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, County and its provider network shall also assist applicants in requesting and obtaining a reasonable accommodation in the application and selection process.

H. Move-in Procedures and Orientation.

1. Move-in Procedures.

- a. Prior to initial rent-up, MidPen Management shall establish reasonable move-in procedures and provide copies of such procedures to County and CoC. In the event MidPen Management modifies its move-in procedures, MidPen Management shall provide copies of such modified move-in procedures at least thirty (30) calendar days prior to implementing such procedures.
  - b. County 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. Resident Orientation. Prior to move-in and after admission of an NPLH-Eligible Household, MidPen Management 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 resident well-being, community resources, maintenance request procedures, house rules and Development common area rules, and rent collection requirements. At such orientation, MidPen Management will seek to obtain from any resident receiving services, written permission from such resident that will allow MidPen Management and provider to communicate about the resident's housing and health and safety issues that might arise during their tenancy.

### **ARTICLE III 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 residents.
2. Facilitate the development of inter-disciplinary and inter-agency strategies to meet the needs of NPLH residents 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, and as needed; deliver services appropriate to NPLH residents; implement appropriate safeguards to protect NPLH resident confidentiality in accordance with all ethical and legal requirements.
4. Work in partnership with County to identify service needs, develop program strategies, and implement services in a manner that respects the dignity and diversity of NPLH residents.
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 MidPen Services. Meetings are to be attended by:
  - a. Owner, as represented by MidPen Management and their Property Management supervisor (defined below);
  - b. The NPLHSP lead, which shall be a County employee or an employee of NPLHSP;
  - c. CoC designated project representative;
  - d. The supervisor of each Program that has clients at the Project; and

- e. The MidPen 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 resident move-ins, resident move-outs, screening status of applicants in process, housing retention issues or concerns with specific residents (rent, rules violations, behavioral issues), health concerns with specific residents, legal issues with residents, building maintenance, community issues of concern, upcoming Development events.

- 7. Weekly Staff Meetings Designate representative(s) to participate in weekly staff meetings convened by the MidPen Services' representative. Weekly Staff Meetings will discuss issues such as resident behavior, policy issues, resident crises, program policies, and how to effectively address such issues. Meetings are to be attended by:
  - a. The On-site MidPen Management;
  - b. The On-site MidPen Services representative;
  - c. The On-site NPLHSP.
- 8. Reporting: All Parties must, in a timely manner, fulfill all reasonable data requests made by County.

#### B. 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 the 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. Set Aside 13 units for NPLH Eligible Households.
- 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 residents;
  - b. Oversee Management practice and strategy for effective communication and responsiveness to residents 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;
  - e. 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, including any changes to site staff and their direct supervisors, changes in hours of operation, or any potential changes or losses of funding that could impact the operations of the Project.
  5. Provide resources and support to residents who need reasonable accommodations. It is expected that MidPen Management should receive and respond to requests and Owner supports MidPen Management in establishing a policy regarding reasonable accommodations. Establish and communicate clearly about policy and procedures related to the move in process to all Parties and NPLH residents, and work with all Parties and NPLH residents to resolve questions and concerns about the move-in process.
  6. Attend meetings as required by this Agreement, and otherwise help to resolve differences between all Parties.
  7. Establish policy regarding ongoing tenancy issues, such as house rules and unit transfers.
  8. Promote collaboration and communication between MidPen Management, County and its Providers and other Programs 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 the Property Manager, County and its Provider, and other Programs about Property policy.
  9. Fulfill all obligations required by the agreement between Owner and HCD in regard to the funding for the NPLH units.
  10. Ensure that all regulatory and funding requirements are met for the NPLH units.
  11. 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 MidPen Services and relevant staff in the operating budget.
  12. Pay all applicable taxes, if any, associated with the Property.
  13. Oversee the contract and duties of MidPen Management.
  14. Provide space and utilities for the on-site services in the community building at no cost to County.

C. Responsibilities of MidPen Management

MidPen Management agrees to and will:

1. Set aside of 13 Units for NPLH Eligible Households.
2. Coordinate Monthly Operation Meetings. MidPen Management agrees to and will bring to this meeting updated monthly resident information including the most recent rent roll (current NPLH resident and unit numbers), any NPLH resident notices served, tenancy behavioral issues and concerns with NPLH residents, housing quality

standards issues with NPLH residents, and other service referrals.

3. Keep County and NPLH Services Providers informed of issues affecting the general health and safety of staff and residents from a property management perspective at the Project about which MidPen Management is aware.
4. Provide NPLH Services Providers and NPLH Residents with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
5. Ensure that MidPen Management staff members working at the Property are introduced to NPLH Service Providers staff and are aware of the roles and responsibilities of the NPLH Service Providers.
6. Provide NPLH Services Providers and NPLH Residents with current copies of the leases and House Rules for the Property.
7. Provide NPLH Services Providers and NPLH Residents with current written descriptions of the Property to include numbers and types of units, additional facilities, resident criteria, rental rates, and subsidy programs.
8. Share with NPLH Services Providers copies of the application form and all other required documents, and the criteria used by MidPen Management to screen and approve or deny applicants. MidPen Management will notify services providers any time there is a change in these forms or policies.
9. Promote tenancy at the Property to interested applicants, including making any potential applicants who contact MidPen Management aware of the process for contacting BHD about supportive services and programs.
10. Provide NPLH Services Providers and NPLH Residents with a written policy/procedure outlining the process for residents to request a reasonable accommodation, including forms or language that will assist the Owner and MidPen Management in meeting resident needs. Due to the sensitive nature and legal issues surrounding reasonable accommodation, MidPen Management will consult with Owner regarding the handling of accommodation requests.
11. Notify NPLH Services Provider of the status of an individual's application for tenancy when jointly requested by the applicant and the services provider. County and NPLH 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 residents 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 residents to establish MidPen Management expectations in areas such as use of communal space, rent collection, maintenance requests, etc.
13. Explain to new residents the roles and responsibilities of MidPen Management, MidPen Services, and NPLH Services Provider at the Property and inform NPLH residents of MidPen Management 's responsibility to refer residents to supportive services whenever their housing is in jeopardy.
14. Provide written acknowledgement of receipt of written communication by NPLH

Services Provider staff concerns about the Property's ability to provide reasonable accommodation to a resident 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 NPLH Services Provider on all warning letters and all notices sent to NPLH residents when a resident has given permission for such sharing with a particular service provider.
16. Notify NPLH Services Providers staff members of arrests, hospitalizations, and other critical incidents that MidPen Management is aware of from a property management perspective as soon as reasonably possible.
17. If eviction is to occur, communicate with services providers regarding the process of notices, responses, and court dates, and if eviction is successful, regarding the lockout date.
18. Provide services providers and NPLH Residents with copies of current evacuation plans, if any, for the Property. MidPen Management's Agent will work with Owner in the preparation and implementation of a Safety and Security Plan to include information that Property Management will provide to residents upon move-in to enable them to actively participate in keeping the property safe, and mechanisms for collecting and incorporating resident feedback on the Safety and Security Plan. It is acknowledged and understood by all Parties that Owner, MidPen Management, and MidPen Services cannot and are not guarantying or warranting the safety or security of the NPLH Residents.
19. Ensure that MidPen Management staff is trained on when to call the police and when to communicate with their supervisors and with the NPLH Services Provider in the event of an emergency.
20. Attend meetings as required by this Agreement.

**D. Responsibilities of MidPen Services**

MidPen Services is responsible for coordinating resident related services to all residents within the entire Development/Project. MidPen Services role as it pertains to the NPLH residents is to ensure that services provided by County and designated NPLH Services Providers to the NPLH residents are coordinated with the resident services provided to all residents within the entire Development. Additionally, MidPen Services may, at the election of the NPLH resident, provide Community Support services to the NPLH resident through the CalAIM program as defined herein.

MidPen Services agrees to and will:

1. Assist NPLH Services Provider in coordinating its community-building activities and health education activities provided to the NPLH residents with MidPen Services overall community building activities and health education activities provided to the entire Development.
2. Assist NPLH Services Provider in coordinating its educational and recreational services provided to the NPLH residents with MidPen Services overall educational

- and recreational services provided to the entire Development.
3. When necessary, act as an intermediary between Property Manager and NPLH Services Provider.
  4. When necessary, act as secondary emergency case manager and contact for NPLH residents when NPLH services are unavailable.
  5. Assist NPLH Services Provider in outreach to NPLH residents to integrate NPLH residents into the entire Development.
  6. Coordinate NPLH Services Provider activities with activities of other resident service providers for entire Development.
  7. Collaborate with NPLH Services Provider to enter NPLH residents' data into the Homeless Management Information System (HMIS) according to NPLH requirements. MidPen Services does not intend to enter any NPLH Resident protected health information (PHI) as defined by HIPAA into HMIS.
  8. Attend clinical meetings with NPLH Services Provider when requested to discuss pertinent Property and/or NPLH resident issues.
  9. Attend meetings as required by this Agreement.
  10. When requested, provide appropriate non-legal referrals to NPLH residents to assist them in meeting tenancy obligations when MidPen Management serves warning letters or notices regarding noncompliance with leases and house rules.
  11. Contact the NPLH Services Provider's staff when MidPen Services is aware that the NPLH resident's health, safety, or housing are at risk when the NPLH resident has authorized disclosure of information to the service provider. The intent of such communication will be to promote the health and well-being of individual NPLH residents and to reduce the potential for evictions.
  12. Notify NPLH Services Provider staff of unusual, erratic, or disruptive behavior it observes in residents. It is understood that MidPen Services 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.
  13. When MidPen Services is selected by the NPLH resident as the provider of Community Supports services under CalAIM, MidPen Services will provide housing and tenancy sustaining services which may include lease education and coaching related to lease compliance and eviction prevention, health and safety visits, assistance with housing recertification, benefits assistance, and independent living and life skills training and resources. MidPen Services will complete service plans for housing tenancy goals with NPLH residents, as applicable.

#### E. Responsibilities of County

County agrees to and will:

1. Contract with third party NPLHSP to ensure access to on-site services coordination and visiting services for NPLH residents in accordance with the Supportive Services Plan. The responsibilities for the on-site NPLH Service Coordinator is set forth in Section F. Should funding appropriations be reduced for any period of this Agreement, the County shall be authorized to modify the supportive services provided thereafter in accordance with the remaining available funding, provided that the services provided will at all times satisfy the minimum requirements of the NPLH Program.

2. Coordinate with NPLHSP to sustain and expand cost-effective services linked to permanent housing for eligible seriously mentally ill individuals.
3. Identify critical policy and program issues to facilitate integration of services linked to permanent housing for low-income and severely mentally ill persons to access the housing and services.
4. Assure that money management services are funded and available for NPLH residents and oversee coordination with providers of these services.
5. Assist, as needed, in the coordination of the Monthly Operations Meeting to be attended by management representatives of the Parties.
6. Ensure compliance with Housing Services regulations and coordinate data and evaluation outcomes activities.
7. 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 turnover.
8. Attend meetings as required by this Agreement.
9. Facilitate transportation to off-site health services or other essential services for 13 NPLH residents.

F. Responsibilities of NPLH Service Provider (NPLHSP):

County will require NPLHSP to perform the following obligations:

1. Provide outreach and client-centered specialty behavioral health services to address NPLH resident needs, including mental health and substance use services and care coordination. Services include, but are not limited to, occupational therapy, group sessions, peer support activities, individual counseling, case management, psychiatric assessment and medication support, training and education, and crisis intervention. It is understood that a portion of specialty behavioral health services may be included in what is referred to as Enhanced Care Management under the CalAIM program.
2. BHD shall provide mental health and crisis support services through on-call services: 1-800-952-2335. Crisis services will be directed to the County's mobile crisis team.
3. Facilitate linkages between supportive housing and mental health and/or substance abuse treatment programs, including helping NPLH residents to access treatment services, maintaining contact with NPLH residents during hospitalizations and/or short-term residential treatment, and providing support during transitions from treatment to housing. Make other referrals to on-site and off-site services as needed, including self-help groups, and assist with follow-up and transportation to the off-site services.
4. Coordinate with on-site MidPen Services and NPLH residents to implement and evaluate group or individual discussions and activities that are designed to support residents individually and communally.
5. NPLH resident referral to primary care and assist with follow-up and transportation.
6. Refer eligible, appropriate participants to the Development via BHD, assisting them throughout the application process, and helping connect accepted applicants to a money management services provider, if needed.

7. To determine if each NPLH resident will need to be connected to money management services, and if this is the case, ensure that NPLH residents is connected to money management services prior to signing a lease agreement.
8. Conduct Needs Assessments (Assessments) and assist or provide support during orientations to all NPLH residents as they move into housing. The Assessments orientation support will assist in identifying issues that may affect the resident's ability to maintain housing and present the opportunity for staff and resident to work together on addressing those issues. The Assessments will assure that both the NPLHSP case manager and the NPLH residents are familiar with program policies and procedure, including the Property's House Rules.
9. In collaboration with each NPLH resident, develop a personalized care plan that facilitates their adherence with community and program rules and integration into the Property.
10. Provide wrap-around services to NPLH residents, including mental health services, intensive case management, and follow-up with medical providers and participant appointments, and linkage to substance abuse treatment and residential treatment (if necessary).
11. Provide intensive outreach to non-engaged NPLH residents on a routine basis.
12. Meet with individual NPLH residents at least once weekly (or as indicated by each resident's individualized care plan) to obtain their input into the development and participation in the delivery of services, and to engage them in on-site support services, as appropriate.
13. Help with independent living skills and problem solving and assist NPLH residents in accessing community services (i.e., money management, medical services, substance abuse/mental health treatment, employment, education, benefits information, basic housing retention skills, recreational services) through information, referrals, advocacy, and additional follow-up as necessary. Though MidPen Services may assist with advocacy and referral on a case-by-case basis, the NPLHSP shall bear the primary responsibility for providing case management and treatment services to the NPLH residents except for Community Support services provided by MidPen Services.
14. Help develop and follow emergency and other program procedures.
15. Provide NPLH residents with basic housing needs as set forth in Exhibit B.
16. Facilitate NPLH resident participation in developing community, which supports the maintenance of a safe, clean, supportive housing environment.
17. Help NPLH residents understand and meet their obligations with respect to NPLH resident agreements and community rules.
18. Conduct in-home visits at least once per month to ensure NPLH resident well-being; and inform MidPen Management of any imminent health and welfare concerns of the NPLH resident at Monthly Operational Meetings.
19. Notify MidPen Management of potential need for supportive and collaborative interventions when a NPLH resident may be moving toward or currently experiencing a health crisis.
20. During the NPLH resident selection, move-in and housing maintenance phases, provide leadership and a strong on-site presence to assist NPLH residents in transitioning smoothly into housing.
21. In collaboration with the Parties, assist the NPLH resident with the leasing process at

the Project.

22. In collaboration with the Parties, develop case management service plans and provide service coordination for all NPLH residents who participate in on-site services.
23. Provide supportive services to NPLH residents in accordance with the terms of the Supportive Services Plan.
24. When possible, collaborate with MidPen Services to facilitate community-building activities for NPLH residents (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 abuse recovery, effective management of the symptoms of mental illness, and safety issues.
25. Act as the primary intermediary between MidPen Management and NPLH residents.
26. Participate in ongoing training and education programs regarding co-occurring mental illness and substance abuse disorders, prevention and intervention, symptom management and harm reduction.
27. Be responsible for the creation of and implementation of the treatment plan/case plan/service plan applicable to such case coordination and/or specialty behavioral health services.
28. Regularly Scheduled Clinical Meetings: Convene and participate in regularly scheduled clinical meetings with each services provider agency to discuss pertinent Property and/or resident issues. MidPen Management may be requested to attend a portion of the Clinical Meeting if needed.
29. Attend meetings as required by this Agreement.
30. Provide staffing for 24 hour/7 Days a week response to crisis issues involving NPLH residents. Contact information 24 hour/7 Days a week response to be provided to BHD, Owner, MidPen Management and MidPen Services.
31. NPLH Services Provider is responsible for providing NPLH Resident with resources/referrals necessary for NPLH Resident to pay rent to Owner/MidPen Management in a timely manner.
32. It is understood that neither County nor NPLH Services Provider shall be held responsible for personal actions of NPLH Residents, including damage to Housing Property, damage to Personal Property, or personal injury to residents or any staff. In addition, neither the County nor the Onsite NPLH Services Provider guarantees or warrants that the services provided to NPLH Residents will deter NPLH Resident from acting in a manner resulting in damage to Housing Property, damage to Personal Property, or personal injury to residents.
33. If NPLH Services Provider is selected by the NPLH resident as the provider of Community Supports Services under CalAIM, NPLH Services Provider will provide housing and tenancy sustaining services which may include lease education and coaching related to lease compliance and eviction prevention, health and safety visits, assistance with housing recertification, benefits assistance, and independent living and life skills training and resources.
34. If NPLH Services Provider is selected by the NPLH resident as the provider of Enhanced Case Management (“ECM”) Services under CalAIM, NPLH Services Provider will provide services in accordance with the ECM requirements of the CalAIM program.

## **ARTICLE IV INSURANCE & INDEMNITY**

- A. Indemnification By Owner, MidPen Management and MidPen Services of County. Owner, MidPen Management, and MidPen Services shall each indemnify and hold harmless County, and its, officers, agents, employees, and volunteers from all claims, suits, or actions of every name, kind, and description to the extent arising out of their respective performance under the terms of 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 the Parties' employees, officers, volunteers, 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 Owner's, MidPen Management's, and MidPen Services' failure to comply, if applicable, with the requirements set forth in HIPAA and all Federal regulations promulgated thereunder, as amended; or
  4. Owner's, MidPen Management's, and MidPen Services' duty to indemnify and save harmless County under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct of the County, its officers, agents, employees, and volunteers. The duty of Owner, MidPen Management, and MidPen Services 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. Indemnification by County of Owner, MidPen Management, and MidPen Services. County shall indemnify and hold harmless of Owner, MidPen Management, and MidPen Services, and each of their affiliates, officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description to the extent arising from the negligence or willful misconduct of County, its officers, agents, employees, and volunteers in County's performance under the terms of this Agreement.
- C. 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 County's indemnification obligations under this Agreement.
- D. Other Parties' Insurance. Owner, MidPen Management, and MidPen 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 each of the aforementioned insurance policies and shall provide County with proof of coverage.

## **ARTICLE V MISCELLANEOUS**

- A. Term. This Agreement shall commence on the Effective Date and shall have a term equal to the twenty (20) years as required under the NPLH Program Guidelines. The Parties may choose to extend the term of this Agreement upon mutual agreement prior to termination of this Agreement and subject to approval by the Housing Authority of the County of Santa Cruz (HACSC). The parties recognize that if this Agreement is to be extended, review and approval of the terms of the extension may require the pre-review and approval of the HACSC.
- B. Remedies In Event of Default or Termination of NPLH Agreement. Should the NPLH Agreement, Agreement No. 21-NPLH-17349, between HCD, County, Owner, and MidPen Housing Corporation including the loan agreement with HCD, be terminated for any reason or Owner received a notice of default from HCD and failed to timely remedy the default, County 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:
1. Terminate this Agreement.
  2. Contract with others to satisfy the requirements of the NPLH Agreement.
  3. Seek or obtain specific performance of an obligation under the Agreement.
  4. Enact any or all of the above remedies or pursue any other remedy available at law or in equity against the Owner, in County's sole discretion.
- C. Non-Binding Until Approved. Regardless of whether this Agreement has been signed by all Parties, the Agreement is not binding on any Party until it has been approved by the Santa Cruz County Board of Supervisors.
- D. Reporting. County and/or CoC may provide aggregate level data and information related to housing NPLH-Eligible Households.
- E. Training. County and/or CoC will provide centralized training and resources related to supportive housing and housing NPLH-Eligible Households as needed by the Parties. County and/or CoC will offer such training to Owner and Related Entities prior to initial rent up, if needed.
- F. 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.

- G. Presentation of Claims Against the County. Presentation and processing of any or all claims arising out of or related to this Agreement against the County 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.
- H. 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.
- I. 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.
- J. Amendments. This Agreement may be amended only in writing and authorized by the designated representatives of Owner, Related Entities, 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.
- K. 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:

County of Santa Cruz:  
County Health Services Agency - Behavioral Health Division 1400 Emeline Avenue  
Santa Cruz, CA 95060  
Attention: Health Services Agency Director

Continuum of Care:  
County of Santa Cruz Human Services Department – Housing for Health Division  
1000 Emeline Avenue  
Santa Cruz, CA 95060  
Attention: Housing for Health Division Director

Owner:

MP Boardwalk Associates, L.P.

Property Management:

MidPen Property Management Corporation 303 Vintage Park Drive, Suite #250

Foster City, CA 94404

Attention: Chief Operating Officer

Resident Services:

MidPen Resident Services Corporation 303 Vintage Park Drive, Suite #250 Foster City,  
CA 94404

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).

- L. Multiple Originals; Counterpart. 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.
- M. Non-Liability of Officers, Officials, Employees and Agents. No member, official, employee or agent of any Party shall be personally liable in the event of any default or breach by a Party.
- N. 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.
- O. 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.
- P. 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 IV.

[Signatures on Following Page]

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

**COUNTY OF SANTA CRUZ**  
a political subdivision of the State of California:

Health Services Agency

DocuSigned by:  
By:  3/23/2025  
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Mónica Morales  
Director

Human Services Department, Housing for Health Division

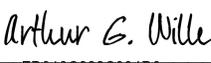
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By:  3/14/2025  
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Robert Ratner  
Director

Approved as to Insurance:

Signed by:  
By:  3/10/2025  
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Risk Management

Approved as to Form:

Signed by:  
By:  3/7/2025  
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Office of the Santa Cruz County Counsel

DocuSigned by:  
By:  3/7/2025  
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Office of the Santa Cruz County Counsel

**OWNER:**

MP Boardwalk Associates, L.P., a California limited partnership

By: MP Park Place, LLC  
a California limited liability company, its general partner

By: MidPen Housing Corporation., a California nonprofit public benefit corporation, its  
sole manager/member

DocuSigned by:  
By: Joanna Carman 3/12/2025  
5106011B0F0142B...  
Joanna Carman  
Assistant Secretary

**PROPERTY MANAGEMENT:**

MidPen Property Management Corporation

DocuSigned by:  
By: Ann Goggins Gregory 3/13/2025  
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Ann Goggins Gregory  
Chief Operating Officer

**RESIDENT SERVICES:**

MidPen Resident Services Corporation

DocuSigned by:  
By: Ann Goggins Gregory 3/13/2025  
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Ann Goggins Gregory  
Chief Operating Officer

## Exhibit A

### NPLH-Eligible Households

An “NPLH-Eligible Household” is one in which at least one adult, child, or adolescent is a member of the Target Population.

A child or adolescent is a member of the Target Population when they are a “child or adolescent with serious emotional disturbance” as that phrase is defined by Welfare and Institutions Code section 5600.3, subdivision (a), and are “Homeless”, “Chronically Homeless” or “At-Risk of Chronic Homelessness” as those terms are defined by the Section 101 of the No Place Like Home Program Round 3 Guidelines, dated October 23, 2020<sup>1</sup>.

An adult is a member of the Target Population if they have a “serious mental disorder” as that phrase is defined in Welfare and Institutions Code section 5600.3, subdivision (b), and are “Homeless”, “Chronically Homeless” or “At-Risk of Chronic Homelessness”, as those terms are defined by the Section 101 of the No Place Like Home Program Round 3 Guidelines, dated October 23, 2020.

For ease of reference, the text of Welfare and Institutions Code section 5600.3 and the definitions of the terms “Homeless”, “Chronically Homeless”, and “At-Risk of Chronic Homelessness” are set forth below.

#### **Welfare and Institutions Code section 5600.3**

To the extent resources are available, the primary goal of the use of funds deposited in the mental health account of the local health and welfare trust fund should be to serve the target populations identified in the following categories, which shall not be construed as establishing an order of priority:

(a)(1) A child or adolescent with serious emotional disturbance.

(2) For the purposes of this part, a “child or adolescent with serious emotional disturbance” means a minor under 18 years of age who has 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 that 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:

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<sup>1</sup> The No Place Like Home Program Round 3 Guidelines, dated October 23, 2020 can be accessed at the following weblink: <https://www.hcd.ca.gov/grants-funding/active-funding/nplh/docs/nplh-2020-amended-guidelines-clean-version.pdf>

(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 has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.

(b) (1) Adults and older adults who have a serious mental disorder.

(2) For the purposes of this part, “serious mental disorder” means a mental disorder that 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, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders. This section does not exclude persons with a serious mental disorder and a diagnosis of a substance use disorder, developmental disability, or other physical or mental disorder.

(3) 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, 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.

(4) 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 have a mental illness.

(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.

(5) California veterans in need of mental health services and who meet the existing eligibility requirements of this section, shall be provided services to the extent services are available to other adults pursuant to this section. Veterans who may be eligible for mental health services through the United States Department of Veterans Affairs should be advised of these services by the county and assisted in linking to those services, but the eligible veteran shall not be denied county mental or behavioral health services while waiting for a determination of eligibility for, and availability of, mental or behavioral health services provided by the United States Department of Veterans Affairs.

(A) An eligible veteran shall not be denied county mental health services based solely on their status as a veteran, including whether or not the person is eligible for services provided by the United States Department of Veterans Affairs.

(B) 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.

(C) Counties should consider contracting with community-based veterans' services agencies, where possible, to provide high-quality, veteran-specific mental health services.

(c) Adults or older adults who require or are at risk of requiring acute psychiatric inpatient care, residential treatment, or outpatient crisis intervention because of a mental disorder with symptoms of psychosis, suicidality, or violence.

(d) Persons who need brief treatment as a result of a natural disaster or severe local emergency.

**Definition of “Homeless” in Section 101 of the No Place Like Home Program Round 3 Guidelines, dated October 23, 2020:**

**(w) “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, as that section read on May 1, 2016, which include:

- 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.

**Definition of “Chronically Homeless” in Section 101 of the No Place Like Home Program Round 3 Guidelines, dated October 23, 2020:**

(i) **“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, as that section read on May 1, 2016:

- 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.

**Definition of “At-Risk of Chronic Homelessness” in Section 101 of the No Place Like Home Program Round 3 Guidelines, dated October 23, 2020:**

(f) **“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 in accordance with 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, that meet the requirements of these Guidelines, including but not limited to, Section 206 (Occupancy and Income Requirements), and Section 211 (Tenant Selection).

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 (w)(a)(iii) 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:

- i. 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
- ii. Homeless Persons who, in the 12 months prior to entry into any of the facilities or types of institutional care listed above, have resided at least once 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**

<b>Division of Responsibility for Services</b>		
<b>Type of Service</b>	<b>Description</b>	<b>Provider</b>
Case management	Life skills development mental health rehabilitation services, and resource coordination. Case managers include County and contracted NPLHSPs.	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Childcare Services	Assistance in connecting resources for childcare services/payment assistance	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Peer support activities	Navigate healthcare system, develop recovery plan, build daily living skills, identify community resources, wellness support groups	County of Santa Cruz (connecting to Front St Peers) directly and/or through the NPLHSP, as determined by County
Mental health care	Mental Health services, including psychiatric medication management and group/individual counseling	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Nutrition food assistance*	Assistance connecting residents to local food resources	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Substance use services	Alcohol and Substance Use assessment, treatment and referrals	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Linkage to physical health care	Access to Family Health Clinics -HTN Checks/Health Screens; Medication Management	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Benefits counseling and* advocacy	Benefit eligibility screening, information, and linkage.	County of Santa Cruz directly and/or through the NPLHSP, as determined by 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.	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Services for co-occurring mental and physical disabilities	Case Management, Benefit Entitlement, INR/ Care Management	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Educational services	Supported Education, GED, presentations	Mid Pen Services

<b>Division of Responsibility for Services</b>		
<b>Type of Service</b>	<b>Description</b>	<b>Provider</b>
Employment services*	Supported Employment/Vocational Services	County of Santa Cruz (connecting to Community Connection) directly and/or through the NPLHSP, as determined by County
Linkage to other services*	PT/OT services	County of Santa Cruz directly and/or through the NPLHSP, as determined by County
Recreational services	Services to reduce isolation Bingo, Movie night Holiday events	MidPen Services
Community building services	Resident council, advisory committees, resident engagement forums	MidPen Services
Health education activities	Education presentation, workshops, Nutrition classes	MidPen Services
Transportation	Transportation to off-site medical or other essential services	County of Santa Cruz directly and/or through the NPLHSP, as determined by County

\*It is understood that the services identified with an asterisk could fall within the definition of Community Supports services under the CalAIM program. If such services do fall within the definition of Community Supports services and a NPLH Resident selects MidPen Services as its Community Supports provider under CalAIM, then MidPen Services will provide such Community Supports services.



MidPen Resident Services Corporation  
303 Vintage Park Drive, Suite 250,  
Foster City, CA 94404

## Exhibit C

# CONSENT TO RELEASE OR OBTAIN CONFIDENTIAL INFORMATION

This is a consent to release or obtain information about:

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Date of Birth)

I authorize *MidPen Resident Services Corporation ("MPRS")* to release or obtain the following specific information:

***(Resident must initial the appropriate information)***

**Initial:** \_\_\_\_\_

Mental Health /  
Psychological

**Initial:** \_\_\_\_\_

Housing/tenancy  
related issues

**Initial:** \_\_\_\_\_

Alcohol / Substance  
abuse

**Initial:** \_\_\_\_\_

Employment /  
Vocational

**Initial:** \_\_\_\_\_

Education

**Initial:** \_\_\_\_\_

HIV / AIDS-related  
information

**Initial:** \_\_\_\_\_

Physical health issues ( e.g. information related to diagnosis,  
treatment, payment health care services **excluding** HIV or AIDS)

Other Information  
that **can be shared**

*(detail specific information that WILL be released)*

Other Information  
that **can't be shared**

*(detail specific information that WILL NOT be released)*

This information may be used only for the purpose of:

***Receiving supportive services from MPRS to disclose Confidential Information to third parties as such disclosure is necessary to provide the requested or provided information needed to determine eligibility for housing and/or social services, provide resident services, and protect an Eligible Household member's housing status, and if such disclosure relates to a health and safety issue.***

### I UNDERSTAND:

1. My health records are protected under the California Welfare and Institutions Code (WIC) and the federal Health Insurance Portability and Accountability Act (HIPAA) of



MidPen Resident Services Corporation  
303 Vintage Park Drive, Suite 250,  
Foster City, CA 94404

1996 as applicable and cannot be disclosed without my written authorization unless otherwise provided for by the regulations.

2. The requested or disclosed information is needed to determine eligibility for housing and/or social services and to assist me in applying for, obtaining, or receiving benefits, treatment, or services for which I may be eligible.
3. I have the right to receive a copy of this consent form upon my request as well as receive a copy of any information disclosed and to discuss it with MidPen Services staff.
4. This consent is valid for as long as I am receiving supportive services or upon termination of the lease.
5. I can revoke this consent at any time by writing a note and delivering it to MidPen Services staff. Any information already released may be used as stated on the consent, but no further information will be shared.
6. If information has been disclosed in reliance upon this consent, the program is not required to try to retrieve that information upon revocation of this consent.
7. I further understand that this consent is voluntary, and I may refuse to sign this consent.

## Authorization for Release of Information to Family Member, Caregiver, or Other Third Party

Please complete the section below IF you would like anyone else to have access to your supportive services information, and at your request, participate in conversations or coordination of services that MPRS is providing on your behalf.

I understand that authorization for release of information to the below can be revoked at any time upon written notice. **NOTE:** This authorization only relates to the disclosures of information used for supportive services and assigns NO AUTHORITY to make medical decisions on your behalf as defined under applicable Federal or California regulations.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_



**By my signature below**, I affirm that I have read this release, or it has been read to me, and I understand its contents.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident's current, mailing or former address: \_\_\_\_\_

\_\_\_\_\_

Consent Witnessed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Staff Signature if different than witness: \_\_\_\_\_

**Prohibition on re-disclosure:** This information has been disclosed to you from records whose confidentiality is protected by state and federal law and must be handled and/or disposed of accordingly. Federal regulations prohibit further disclosure without specific written consent from the person to whom it pertains.

*Remainder Of This Page Intentionally Left Blank*

## **EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT**

### **COUNTY OF SANTA CRUZ**

#### **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 MidPen Services (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 the 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.

## Certificate Of Completion

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Certificate Pages: 6  
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Jillian Ritter  
701 Ocean Street  
Santa Cruz, CA 95060  
Jillian.Ritter@santacruzcountyca.gov  
IP Address: 63.194.190.100

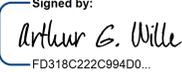
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Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign

## Signer Events

Arthur G. Wille  
arthur.wille@santacruzcountyca.gov  
County of Santa Cruz  
Assistant County Counsel  
Security Level: Email, Account Authentication  
(None)

## Signature

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John Nguyen  
John.Nguyen@santacruzcountyca.gov  
Lead Assistant County County Counsel  
Security Level: Email, Account Authentication  
(None)

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Gina Borasi  
Gina.Borasi@santacruzcountyca.gov  
Risk Manager  
County of Santa Cruz  
Security Level: Email, Account Authentication  
(None)

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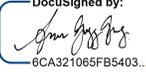
Joanna Carman  
joanna.carman@midpen-housing.org  
SVP of Housing Development  
MidPen Housing Corp  
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<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.