

**ESTOPPEL CERTIFICATE
REGARDING SUPPORTIVE SERVICES MOA
(NPLH)**

The undersigned, SANTA CRUZ COUNTY, a political subdivision of the State of California, through its HEALTH SERVICES AGENCY – BEHAVIORAL HEALTH SERVICES, a Department of the County of Santa Cruz, a political subdivision of the State of California, supportive services funding agency, and Lead Service Provider ("**County**"), SANTA CRUZ COUNTY HUMAN SERVICES DEPARTMENT – HOUSING FOR HEALTH DIVISION, county department, CONTINUUM OF CARE COORDINATED ENTRY ADMINISTRATOR ("**CoC**"), MIDPEN PROPERTY MANAGEMENT CORPORATION, a non-profit property management corporation ("**MidPen Management**") and MIDPEN RESIDENT SERVICES CORPORATION, a non-profit organization affiliate of MidPen Housing Corporation ("**MidPen Services**") (collectively, "**the Parties**"), hereby certify and represent in favor of CALIFORNIA COMMUNITY REINVESTMENT CORPORATION, a California nonprofit public benefit corporation ("**CCRC**"), as follows:

1. The Parties and MP LIVE OAK ASSOCIATES, L.P., a California limited partnership ("**Owner**"), entered into that certain No Place Like Home Program (NPLH) Memorandum of Agreement – Bienestar Plaza Apartments dated as of December 1, 2023 (the "**MOA**") relating to the 57-unit affordable housing development known as "Bienestar Plaza" located at 1520, 1530, 1540, & 1550 Capitola Road, Santa Cruz, CA 95062, (the "**Project**"), more particularly described in Exhibit A attached hereto, and currently owned by Owner. Pursuant to the MOA, the Parties are collaborating to provide, in relation to ten NPLH units, 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. A true and correct copy of the MOA is attached hereto as Exhibit B. The MOA is in full force and effect and has not been modified or amended in any respect.
2. The Parties hereby consent to Owner's assignment of their interest in the MOA to CCRC as security for a loan to be made by CCRC to Owner.
3. As of this date of this Estoppel Certificate (as defined herein), to the Parties' knowledge, neither Owner nor the Parties are in default under the MOA.
4. As of this date of this Estoppel Certificate, the Parties have not been given any notice of any default by Owner or any other party under the MOA.
5. As of this date of this Estoppel Certificate, the Parties have not elected to cancel or terminate the MOA for any reason under any option or privilege reserved therein.
6. The Parties agree that, prior to amending, modifying, or canceling the MOA, the Parties and Owner shall give CCRC written notice of its intent to do so at least thirty (30) days prior to the date such amendment, modification, or termination is to take effect. The Parties further agree that CCRC shall be entitled to receive a copy of any notice of default given by the Parties or Owner, respectively, under the MOA contemporaneously with the defaulting party's receipt of the same, and that CCRC shall have the right to cure any such default for a period of thirty (30) days in addition to the periods afforded such defaulting party under the MOA for the cure of the same.
7. The Parties acknowledge that CCRC's address for purposes of receiving notices to which they are entitled under the MOA or this Estoppel Certificate Regarding Supportive MOA (this "**Estoppel**") is as follows:

California Community Reinvestment Corporation
100 West Broadway, Suite 1000
Glendale, California 91210
Attention: President

CCRC may change this address from time to time by written notice to the Parties thereof.

8. The Parties agree that, at the option of CCRC, in the event CCRC or its successor in interest shall become the owner of the Project, the Parties will recognize CCRC or such successor as the successor in interest to Owner under the MOA and will perform the Parties' respective obligations thereunder for the benefit of CCRC or such successor without regard to any previous default by Owner thereunder, so long as the MOA is in effect at that time, CCRC or its successor cures any outstanding breach(es) of the MOA within the time required by the MOA, and CCRC or such successor performs the obligations of Owner first accruing under the MOA after CCRC or such successor became the owner.
9. The Parties acknowledge that CCRC is extending credit to Owner in reliance on matters set forth in this Estoppel.

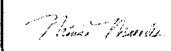
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IN WITNESS WHEREOF, this Estoppel is hereby executed as of November 4, 2024 to be effective as of the Conversion Date as defined in that certain Loan Purchase Agreement dated as of March 16, 2022 by and among Owner, CCRC, and Wells Fargo Bank, National Association, a national banking association.

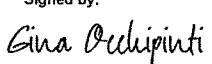
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COUNTY:

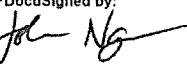
SANTA CRUZ COUNTY,
a political subdivision of the State of California

By:  11/8/2024
041697AE557E483
Monica Morales
Director

Approved as to Insurance:

Signed by:
By:  11/8/2024
E4EAD0C5BA53B4DB...
Risk Management

Approved as to Form:

DocuSigned by:
By:  11/7/2024
E0F6ED189D7848F
Office of Santa Cruz County Counsel

COC:

CONTINUUM OF CARE

By:

DocuSigned by:

Robert Rather

11/7/2024

9A39F2BA45C6497

Robert Rather

Director

MIDPEN MANAGEMENT:

MIDPEN PROPERTY MANAGEMENT CORPORATION,
a non-profit property management corporation

By:



Ann Goggins Gregory

Chief Operating Officer

MIDPEN SERVICES:

MIDPEN RESIDENT SERVICES CORPORATION,
a non-profit organization affiliate of MidPen Housing Corporation

By: 

Ann Goggins Grégory

Chief Operating Officer

EXHIBIT A

PROPERTY DESCRIPTION

The land referred to is situated in the unincorporated area of the County of Santa Cruz, State of California, and is described as follows:

Parcel One:

Lot 2, as shown on the Parcel Map MLD No. 18-1579 filed April 16, 2021, in Volume 64 of Parcel Maps, Page 17, Santa Cruz County Records.

Parcel Two:

Non-exclusive easements, as an appurtenance to Parcel One above, vehicle access use, sign use, storm drain use, fire sprinkler use, sewer pipe use, domestic water and fire sprinkler use, storm drain runoff purposes and landscape maintenance over those areas of Lot 1, as shown on the Parcel Map MLD No. 18-1579, designated "Partnership Access Easement (#2)", "Partnership Signage Easement (#6)", "Partnership Storm Drain Easement (#7)", "Partnership Fire Water Easement (#8)", "Partnership Sanitary Sewer Easement (#9)", "Partnership Domestic & Fire Water Easement (#10)", "Partnership Storm Drain Runoff Easement (#14)", and Partnership Landscape Easement (#15) as shown on the filed map and as created on the Joint Development, Easement, Joint Use, License and Maintenance Agreement recorded April 16, 2021 in Official Records of Santa Cruz County, Instrument No. 2021-0021977 and re-recorded April 22, 2021, in Official Records of Santa Cruz County, Instrument No. 2021-0023078.

APN: 026-741-25 (Formerly portions of APNs: 026-741-12-000; 026-741-13-000; 026-741-14-000 and 026-741-15-000)

EXHIBIT B

COPY OF MOA

**No Place Like Home Program (NPLH)
Memorandum of Agreement – Bienestar Plaza Apartments**

This No Place Like Home Memorandum of Agreement ("Agreement") is entered into on December 1st, 2023, between MP Live Oak Associates, L.P., a California limited partnership ("Owner"); Santa Cruz County, a political subdivision of the State of California, through its Health Services Agency – Behavioral Health Services, county department, supportive services funding agency, and Lead Service Provider ("County"); Santa Cruz County Human Services Department – Housing for Health Division, county department, Continuum of Care Coordinated Entry Administrator ("CoC"); MidPen Property Management Corporation, a non-profit property management corporation ("MidPen Management"), and MidPen Resident Services Corporation, a non-profit organization affiliate of MidPen Housing Corporation ("MidPen Services"). Collectively, Owner, County, CoC, MidPen Management, and MidPen Services will be referred to as "the Parties."

RECITALS

A. Owner is currently developing a 57-unit residential development at 1520-1550 Capitola Road, Santa Cruz, CA 95062 ("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 ten units (all one-bedroom 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 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 the County (the "Project") of housing and supportive service delivery to households that include at least one individual with a severe mental illness and/or serious emotional disturbance that are homeless, chronically homeless, or at-risk of chronic homelessness at the time of NPLH Unit eligibility determination.

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) as Approved by Owner, 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 is also referenced herein as NPLH Services Provider or "NPLHSP." NPLH Eligible Households at the Project receiving services from the County and or a NPLHSP may be referred herein as "NPLH tenants." County shall designate one or more Mental Health Service Provider(s), county-run treatment program(s), or contractors, to offer treatment and support services as demonstrated by medical necessity to NPLH-Eligible Households in the NPLH Units as set forth in this Agreement. These services will vary in intensity based upon the individualized needs. It is acknowledged and agreed that Mental Health Service Provider(s) will be assuming and performing certain services/obligations of the County as set forth in this Agreement. County shall be responsible for ensuring that Mental Health Service Provider(s) comply with the terms of this Agreement. Before Mental Health Service Provider(s) enter on the Development to perform the services/obligations as set forth in this Agreement, Owner will require Mental Health Service Provider(s) to enter into an agreement to maintain required insurance and to provide indemnities to Owner, MidPen, MidPen Management, and MidPen Services.

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

ARTICLE I. CONFIDENTIALITY

A. Disclosure of Confidential Information. The Parties agree that the effectiveness of services in supportive housing requires respect of client confidentiality and that they will comply with all HIPAA regulations 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 the County agree that their intake documents for NPLH-Eligible household members will disclose in writing that Owner and the Related Entities or County will disclose Confidential Information only when: (1) such disclosure is authorized or required by law; or (2) the NPLH-Eligible Household member or members, as applicable, provides written consent for such disclosure. The Parties shall and shall cause their agents to handle Confidential Information with the utmost discretion and judgment. For purposes of this Agreement, Confidential Information shall mean personal protected health information and tenant information that cannot be disclosed to other third parties according to California and Federal Law without the express written consent of an individual.

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 the County 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 reviewed by Owner and/or its Related Entities each year during a NPLH-Eligible Household's annual recertification.
- C. Training Regarding Confidentiality. Each Party will ensure that their staff providing services at the Development, as set forth in this Agreement, shall receive ongoing trainings and guidance related to the protection of Confidential Information pursuant to this Agreement.
- D. Applicability. The provisions of this Article I shall apply to each provision of this Agreement and the activities contemplated by this Agreement.

ARTICLE II APPLICATION AND SELECTION PROCESS

- A. Determining NPLH Eligibility. 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.

- B. Project Based Voucher Eligibility. In addition to meeting NPLH eligibility requirements, applicants must also meet eligibility requirements established by the Housing Authority of Santa Cruz County's Project Based Voucher Program, and HUD. All NPLH Units are also Project Based Voucher Units and therefore applicants must meet the requirements of both programs. To the greatest extent possible, CoC shall only refer NPLH applicants that are believed to meet the requirements for the Project Based Voucher Program. The Housing Authority of Santa Cruz County will ultimately determine Project Based Voucher Program eligibility.
- C. Marketing. If requested by Owner, County shall assist Owner/MidPen Management in their marketing efforts by conducting outreach to potential tenants 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. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected based on poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. Using the Santa Cruz County Housing for Health Partnership's coordinated entry system (CES), who uses a locally-developed Housing Needs Assessment (HNA) tool, that prioritizes eligible tenants 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 tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

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 tenant selection and admission process.
2. If the 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 to enter the necessary information 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 application and documentation process. CoC staff will provide written verification of NPLH eligibility to MidPen Management. MidPen Management and the Housing Authority will verify additional participant eligibility.. Following completion of the Housing Authority screening process, MidPen Management will either accept or decline the referral. In the event the referral is declined, the coordinated entry referral specialist will be notified so that additional referrals can be made if necessary. Communication between MidPen Services and the coordinated entry referral specialist will remain open throughout the referral process to ensure an efficient tenant screening and move-in process while remaining consistent with coordinated entry system policies.

3. Ongoing Lease-Up. From and after the initial rent-up of the NPLH Units, in the event Owner (or Owner's agent, including the property manager) 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.
4. NPLH-Eligibility Certification Process. CoC shall establish a tenant certification process for NPLH-Eligible Households consistent with guidelines established by the California Department of Housing and Community Development NPLH Housing Program, or if such Program is no longer in existence, then in accordance with comparable guidelines established by 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 tenants are NPLH eligible. As part of the certification process, and during a certified tenant's residency at the Development, County will ensure that applicants have linkages with appropriate and desired supportive services at the level necessary to support their successful tenancy. 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.
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 tenant application for the Development to County and CoC. In the event MidPen Management modifies its tenant application for the Development, MidPen Management shall provide copies of such tenant application at least thirty (30) calendar days prior to use of such application.
2. Tenant Selection Policy.
 - a. Following approval by appropriate funding agencies and regulatory authorities, MidPen Management shall provide a copy of their tenant selection criteria including eligibility criteria and preferences to County and CoC. In the event MidPen Management modifies its tenant selection criteria, MidPen Management shall provide copies of such modified tenant selection criteria at least thirty (30) calendar days prior to implementing such criteria.
 - b. At all times, MidPen Management's tenant selection criteria shall comply with fair housing laws and incorporate the reasonable accommodation procedure set forth in Article II Section D. All marketing materials and application procedures will also comply with fair housing laws.
3. Assistance from County and CoC. County, CoC, 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. Tenant Orientation. Prior to move-in and after admission of an NPLH-Eligible Household, MidPen Services shall meet with each NPLH-Eligible Household to orient the household to the Development. A representative from County or its provider network is strongly encouraged to attend the orientation with the NPLH-Eligible

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

ARTICLE IV ROLES AND RESPONSIBILITIES

A. Responsibilities of Parties

1. Participate in a collaborative planning process that develops and strengthens linkages among the Parties, which will finance and deliver housing and services to NPLH tenants.
2. Facilitate the development of inter-disciplinary and inter-agency strategies to meet the needs of NPLH tenants more effectively, including the provision of supportive services linked to permanent housing. Parties will coordinate staff and resources to reduce the fragmentation and barriers encountered by the target population and help them stabilize their health and maintain their housing.
3. Work with other collaborative members to: appropriately share information and decision making through case conferences and other strategies as needed; deliver services appropriate to NPLH tenants; implement appropriate safeguards to protect NPLH tenant confidentiality in accordance with all ethical and legal requirements.
4. Work in partnership with County to identify service needs, develop program strategies, and implement services in a manner that respects the dignity and diversity of NPLH tenants.
5. Participate, as needed, in efforts to obtain and analyze data to document the cost- effectiveness of services linked to permanent mixed-supportive housing, while protecting and respecting individuals' confidentiality and privacy rights.
6. Monthly Operations Meetings: Designate representative(s) to participate in the monthly Operations Meetings convened by MidPen Services. Meetings are to be attended by:
 - a. Owner, as represented by the on-site manager and their Property Management supervisor (defined below);
 - b. The NPLHSP lead, County staff or employed by a contractor of County;
 - 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 tenant move-ins, tenant move-outs, screening status of applicants in process, housing retention issues or concerns with specific tenants (rent, rules violations, behavioral issues), health concerns with specific tenants, legal issues with tenants, building maintenance, community issues of concern, upcoming Development events.

7. 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 tenant behavior, policy issues, tenant crises, program policies, and how to effectively address such issues. Meetings are to be attended by:
 - a. The On-site Property Manager;
 - 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 Property and regulations pertaining to applicable subsidy programs.

Owner agrees to and will:

1. 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.
2. Provide an authorized representative who will perform the following functions in matters pertaining to the Project:
 - a. Respond to complaints and concerns from all Parties as well as tenants;
 - b. Oversee Management practice and strategy for effective communication and responsiveness to tenants and reasonable accommodation for disability;
 - c. Facilitate and attend meetings as needed;
 - d. Represent the Project publicly to community members and to local government agencies, as appropriate;

- e. Collaboratively advocate for continued funding and services for the Project.
3. Notify all Parties of any potential changes to the regular operations of the Project, or any potential changes or losses of funding that could impact the operations of the Project.
4. Provide resources and support to tenants who need reasonable accommodations. It is expected that the Property Manager should receive and respond to requests and the Owner supports Property Manager 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 tenants, and work with all Parties and NPLH tenants to resolve questions and concerns about the move-in process.
5. Attend meetings as required by the Agreement, and otherwise help to resolve differences between all Parties.
6. Establish policy regarding ongoing tenancy issues, such as house rules and unit transfers.
7. Promote collaboration and communication between Property Manager, 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.

C. Responsibilities of Property Manager/ MidPen Management

Property Manager/ MidPen Management agrees to and will:

1. Coordinate Monthly Operation Meetings. Property Manager agrees to and will bring to this meeting updated monthly tenant information including the most recent rent roll (current NPLH tenants and unit numbers), any NPLH tenant notices served, tenancy behavioral issues and concerns with NPLH tenants, housing quality standards issues with NPLH tenants, and other service referrals.
2. Keep 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 the Property Manager is aware.
3. Provide NPLH Services Providers and NPLH Tenants with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
4. Ensure that staff members working at the Property are introduced to services provider staff and are aware of the roles and responsibilities of the service providers.
5. Provide NPLH Services Providers and NPLH Tenants with current copies of the leases and House Rules for the Property.
6. Provide NPLH Services Providers and NPLH Tenants with current written descriptions of the Property to include numbers and types of units, additional

facilities, resident criteria, rental rates, and subsidy programs.

7. Share with NPLH Services Providers copies of the application form and all other required documents, and the criteria used by Property Manager to screen and approve or deny applicants. Property Manager will notify services providers any time there is a change in these forms or policies.
8. Promote tenancy at the Property to interested applicants, including making any potential applicants who contact Property Manager aware of the process for contacting County Behavioral Health about supportive services and programs.
9. Provide NPLH Services Providers and NPLH Tenants with a written policy/procedure outlining the process for tenants to request a reasonable accommodation, including forms or language that will assist the Owner and Property Manager in meeting tenant needs. Due to the sensitive nature and legal issues surrounding reasonable accommodation, Property Manager will consult with the Owner regarding the handling of accommodation requests.
10. 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 Behavioral Health and services provider shall be kept reasonably informed of anticipated vacancies and move-ins through discussion of these topics at regular meetings, as well as email and phone communication regarding appointments with NPLH tenants for screening interviews and lease signing meetings.
11. As part of the move-in process, provide an orientation to the lease and the House Rules to new NPLH tenants to establish Property Manager expectations in areas such as use of communal space, rent collection, maintenance requests, etc.
12. Explain to new tenants the roles and responsibilities of Property Manager MidPen Services, and NPLH Services Provider at the Property and inform NPLH tenants of Property Manager's responsibility to refer tenants to supportive services whenever their housing is in jeopardy.
13. 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 tenant with a disability within five (5) business days from the receipt of written communication. Written response to concerns to be provided in a timely manner.
14. Enforce leases and house rules consistently and copy NPLH Services Provider on all warning letters and all notices sent to NPLH tenants when a tenant has given permission for such sharing with a particular service provider.
15. Notify services providers staff members of arrests, hospitalizations, and other critical incidents that Property Manager is aware of from a property management perspective as soon as reasonably possible.
16. 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.

17. Provide services providers and NPLH Tenants with copies of current evacuation plans, if any, for the Property.

The Property Manager 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 tenants upon move-in to enable them to actively participate in keeping the property safe, and mechanisms for collecting and incorporating tenant feedback on the Safety and Security Plan. It is acknowledged and understood by all Parties that Owner, Property Management and MidPen Services cannot and are not guarantying or warranting the safety or security of the NPLH Tenants.

18. Ensure that Property Management staff is trained on when to call the police and when to communicate with their supervisors and with the services provider in the event of an emergency.
19. 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 Property/Project. MidPen Services role as it pertains to the NPLH tenants is to ensure that services provided by County and designated services providers to the NPLH tenants are coordinated with the resident services provided to all residents within the entire Property/Project.

MidPen Services agrees to and will:

1. Assist coordination of NPLH Services Provider directed community-building activities and health education activities for NPLH tenants with overall community building activities and health education activities for entire Property/Project.
2. Assist in coordination of NPLH Services Provider directed educational and recreational services for NPLH tenants with overall educational and recreational services for entire Property/Project.
3. When necessary, act as an intermediary between Property Manager and NPLH Services Provider.
4. When necessary, act as secondary emergency case manager and contact for NPLH services provider tenants when NPLH services are unavailable.
5. Assist NPLH Services Provider in outreach to NPLH tenants to integrate NPLH tenants into the entire Property/Project.
6. Coordinate NPLH Services Provider activities with activities of other resident service providers for entire Property/Project.
7. Ensure the NPLH tenant service data is entered into the Homeless Management Information System (HMIS) according to NPLH requirements.
8. Attend clinical meetings with NPLH Services Provider when requested to discuss pertinent Property and/or NPLH tenant issues.
9. Attend meetings as required by this Agreement.

10. When requested, provide appropriate non-legal referrals to NPLH tenants to assist them in meeting tenancy obligations when Property Manager serves warning letters or notices regarding noncompliance with leases and house rules.
11. Contact the NPLH Services Provider's staff when MidPen Services is aware that the NPLH tenant's health, safety, or housing are at risk when the NPLH tenant has authorized disclosure of information to the service provider. The intent of such communication will be to promote the health and well-being of individual NPLH tenants and to reduce the potential for evictions.
12. Notify NPLH Services Provider staff of unusual, erratic or disruptive behavior it observes in tenants. It is understood that the Community Manager 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.

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 tenants in accordance with the Supportive Services Plan. The responsibilities for the on-site NPLH Service Coordinator is set forth in Sections 6 and 7.
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; severely mentally ill persons to access the housing and services they need more effectively.
4. Assure that money management services are funded and available for NPLH tenants 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 Project Partners.
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 turn over.
8. Attend meetings as required by this Agreement.
9. Facilitate transportation to off-site health services or other essential services for NPLH tenants.

F. Responsibilities of On-Site NPLH Service Coordination:

County will require the Onsite NPLHSP to perform the following obligations:

1. Facilitate NPLH tenant participation in developing community, which supports the maintenance of a safe, clean, supportive housing environment.
2. Help NPLH tenants understand and meet their obligations with respect to NPLH

- tenant agreements and community rules.
3. During the NPLH tenant selection, move-in and housing maintenance phases, provide leadership and a strong on-site presence to assist Project Partners and NPLH tenants in transitioning smoothly into housing.
 4. In collaboration with Project Partners, assist the NPLH tenant with the leasing process at the Project.
 5. In collaboration with Project Partners, develop case management service plans and provide service coordination for all NPLH tenants who participate in on-site services.
 6. Comply with all terms of the County Behavioral Health contract for the provision of services at the Project.
 7. Provide supportive services to NPLH tenants in accordance with the terms of the Supportive Services Plan.
 8. Facilitate community-building activities for NPLH tenants when possible (i.e., educational workshops, trainings, garden projects, building socials, support groups, discussion groups, volunteer opportunities, etc.) to establish peer support systems, including social, recreational, educational and vocational activities, with particular attention to substance abuse recovery, effective management of the symptoms of mental illness, and safety issues.
 9. Act as the primary intermediary between Property Manager and case managers and NPLH tenants.
 10. Participate in ongoing training and education programs regarding co-occurring mental illness and substance abuse disorders, prevention and intervention, symptom management and harm reduction.
 11. Have a general familiarity with NPLH tenants care plans and interact with NPLH tenants with the understanding that the referring services provider is solely responsible for providing NPLH tenants with intensive case management services.
 12. Regularly Scheduled Clinical Meetings: Convene and participate in regularly scheduled clinical meetings with each services provider agency to discuss pertinent Property and/or tenant issues. Property Manager may be requested to attend a portion of the Clinical Meeting if needed.
 13. Attend meetings as required by this Agreement.
 14. Provide staffing for 24 hour/7 Days a week response to crisis issues involving NPLH tenants. Contact information 24 hour/7 Days a week response to be provided to County Behavioral Health, Owner, Property Manager and MidPen Services.
 15. On-site NPLH Services Provider is responsible for providing NPLH Tenant with resources/referrals necessary for NPLH Tenant to pay rent to Owner/Property Manager in a timely manner.
 16. It is understood that Onsite NPLH Services Provider shall not be held responsible for personal actions of NPLH Tenants, including damage to Housing Property, damage to Personal Property, or personal injury to tenants or any staff of Project Partners, unless the Onsite NPLH Services Provider is in breach of this Agreement or negligent in its performance of its responsibilities under this Agreement. In addition, it is understood that Onsite NPLH Services Provider does not guarantee or warrant that the services provided to NPLH Tenants will deter NPLH Tenant

from acting in a manner resulting in damage to Housing Property, damage to Personal Property, or personal injury to tenants.

G. General Responsibilities NPLHSP

County will require the NPLHSP to perform the following obligations:

1. Hire, orient and supervise a team of qualified staff to provide the clinical case management services to the NPLH tenants patterned after the wellness and recovery model.
2. Provide outreach and client-centered intensive case management and treatment services to address NPLH tenant needs, including mental and physical illness and substance abuse. Services include, but are not limited to, group sessions, peer support activities, individual counseling and case management, psychiatric assessment and medication support, training and education, and crisis intervention.
3. Facilitate linkages between supportive housing and mental health and/or substance abuse treatment programs, including helping NPLH tenants to access treatment services, maintaining contact with NPLH tenants 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 Support Services and NPLH tenants to implement and evaluate group or individual discussions and activities that are designed to support residents individually and communally.
5. NPLH tenant referral to primary care and assist with follow-up and transportation.
6. Refer eligible, appropriate participants to the Project via County Behavioral Health, 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 tenant will need to be connected to money management services, and if this is the case, ensure that NPLH tenant 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 tenants as they move into housing. The Assessments orientation support will assist in identifying issues that may affect the tenant's ability to maintain housing and present the opportunity for staff and tenant to work together on addressing those issues. The Assessments will assure that both the FSP case manager and the NPLH tenants are familiar with program policies and procedure, including the Property's House Rules.
In collaboration with each NPLH tenant, develop a personalized care plan that facilitates their adherence with community and program rules and integration into the Property.
9. Provide wrap-around services to NPLH tenants, 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).

10. Provide intensive outreach to non-engaged NPLH tenants on a routine basis.
11. Meet with individual NPLH tenants at least once weekly (or as indicated by each tenant'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.
12. Help with independent living skills and problem solving and assist NPLH tenants 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 the on-site services provider may assist with advocacy and referral on a case-by-case basis and in coordination with the client's intensive case manager, the tenants designated services provider will bear primary responsibility for these activities.
13. Help develop and follow emergency and other program procedures.
14. Provide NPLH tenants with basic housing needs as set forth in Exhibit B.
15. Attend meetings as required by this Agreement.
16. Conduct in-home visits at least once per month to ensure tenant well-being; and inform Property Manager of any imminent health and welfare concerns of the tenant at Monthly Operational Meetings.
17. Notify Property Manager of potential need for supportive and collaborative interventions when a tenant may be moving toward or currently experiencing a health crisis.
18. Provide supportive services to NPLH tenants in accordance with the terms of the Supportive Services Plan.
19. Provide contact for 24 hour/7 Days a week response to crises issues involving NPLH tenants. Contact information to 24 hour/7 Days a week response to be provided to County Behavioral Health, Owner, Property Manager and MidPen Services.

ARTICLE VI 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.
- B. Insurance. Owner and Related Entities shall meet the insurance requirements set forth by County.
- C. Reporting. County and/or CoC may provide aggregate level data and information related to housing NPLH-Eligible Households.
- D. Trainings. County and/or CoC will provide centralized trainings 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Notice. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

Santa Cruz County:
County Health Services Agency - Behavioral Health 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 Live Oak 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

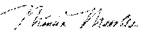
Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

- J. 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.
- K. Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.
- L. No Third-Party Beneficiaries Other than County and CoC. There shall be no third-party beneficiaries to this Agreement except for County and CoC.
- M. Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of Santa Cruz County shall be personally liable to Owner or Related Entities in the event of any default or breach by County or CoC.

[Signatures on Following Page]


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

SANTA CRUZ COUNTY:

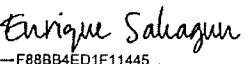
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Mónica Morales
Director


CONTINUUM OF CARE:

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Robert Ratner
Director

Approved as to Insurance:

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By: F88BB4ED1F11445...
Risk Management

Approved as to Form:

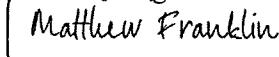
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By: 8CCBE6B1F052468...
Office of the Santa Cruz County Counsel

OWNER:

MP Live Oak Associates, L.P., a California limited partnership

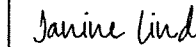
By: MP Live Oak, LLC
a California limited liability company, its general partner

By: Mid-Peninsula San Carlos Corporation, Inc., a California nonprofit public benefit corporation, its sole manager/member

By: 
849654E4C1EA488...
Matthew O. Franklin
Assistant Secretary

PROPERTY MANAGEMENT:

MidPen Property Management Corporation

By: 
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Janine Lind
Chief Operating Officer

RESIDENT SERVICES:

MidPen Resident Services Corporation

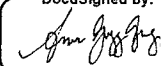
By: 
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Ann Goggins Gregory
Senior VP of Resident Services

Exhibit A
NPLH-Eligible Households

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

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

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

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

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

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

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

with psychotic features.

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

Welfare and Institutions Code 5600.3 (a)(1)

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

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

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

“Homeless” for this program means adults or older adults with a Serious Mental Disorder or Seriously Emotionally Disturbed Children or Adolescents who meet the criteria below, according to 24 CFR Section 578.3, as that section read on May 1, 2016, which include, but are not limited to:

- a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground, or
 - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregative 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 or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence,
 - ii. Has no other residence, and
 - iii. Lacks the resources or support networks, such as family, friends, and faith-based or other social networks, to obtain other permanent housing.

“Chronically Homeless” for this Program means an adult or older adult with a Serious Mental Disorder or Seriously Emotionally Disturbed Children or Adolescents who meet the criteria below according to 24 Code of Federal Regulations Section 578.3, 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 the criteria in paragraph (1) of this definition, before entering that facility; or
- c. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been Homeless.

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

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

- (1) Pursuant to Welfare and Institutions Code Section 5849.2, persons exiting institutionalized settings, such as jail or prison, hospitals, institutes of mental disease, nursing facilities, or long-term residential substance use disorder treatment, who were Homeless prior to admission to the institutional setting;
- (2) Transition-Age Youth experiencing homelessness or with significant barriers to housing stability, including, but not limited to, one or more evictions or episodes of homelessness, and a history of foster care or involvement with the juvenile justice system; and others as set forth below;

- (3) Persons, including Transition-Age Youth, who prior to entering into one of the facilities or types of institutional care listed herein had a history of being Homeless as defined under this subsection (f)(3): a state hospital, hospital behavioral health unit, hospital emergency room, institute for mental disease, psychiatric health facility, mental health rehabilitation center, skilled nursing facility, developmental center, residential treatment program, residential care facility, community crisis center, board and care facility, prison, parole, jail or juvenile detention facility, or foster care. Having a history of being Homeless means, at a minimum, one or more episodes of homelessness in the 12 months prior to entering one of the facilities or types of institutional care listed herein. The CES (as defined in Section 101(n)), or other local system used to prioritize persons At-Risk of Chronic Homelessness for available Assisted Units may impose longer time periods to satisfy the requirement that persons under this paragraph must have a history of being Homeless.
- (4) The limitations in subsection (v)(1)(C) pertaining to the definition of “Homeless” shall not apply to persons At-Risk of Chronic Homelessness, meaning that as long as the requirements in subsections (f)(1) - (3) above are met:
- (A) Persons who have resided in one or more of the settings described above in subsection (f)(1) or (f)(3) for any length of time may qualify as Homeless upon exit from the facility, regardless of the amount of time spent in such facility; and
 - (B) Homeless Persons who prior to entry into any of the facilities or types of institutional care listed above have resided in any kind of publicly or privately operated temporary housing, including congregate shelters, transitional, interim, or bridge housing, or hotels or motels, may qualify as At-Risk of Chronic Homelessness.

Exhibit B
NPLH Supportive Services Plan

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

Exhibit C

MIDPEN RESIDENT SERVICES CORPORATION CONSENT TO RELEASE OR OBTAIN INFORMATION

This is a consent for release of information about:
_____ (Name of Client)

(Social Security Number)

(Date of Birth)

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

(Client 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-related information)

This information may be used only for the purpose of:

Receiving supportive services from the HCSA provider network, to disclose Confidential Information to third parties as such disclosure is necessary to protect an Eligible Household member's housing status and if such disclosure relates to a health and safety issue.

I understand I have the right to see this information at any time. I understand that I can revoke this consent in writing to both the person giving and the person receiving the information. Any information already released may be used as

stated on the consent. I understand the requested or provided information is needed to determine eligibility for housing and/or social services.

This consent is not automatically renewable. It expires automatically at the end of the period specified unless revoked in writing sooner. By my signature below, I affirm that I have read this release, or it has been read to me, and I understand its content.

Client Signature: _____ Date: _____

Client 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 federal law. Federal regulations prohibit further disclosure without specific written consent from the person to who it pertains.

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, (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.