



MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF ORANGE HEALTH CARE AGENCY
AND
«UC_NAME»«UC_DBA»
FOR PROJECT-BASED VOUCHERED
MENTAL HEALTH SERVICES ACT HOUSING PROJECTS
«UC_START» THROUGH «UC_END»

This memorandum of understanding ("MOU") is entered into this «DAY» day of «DATE» (the "Effective Date"), between the County of Orange Health Care Agency ("HCA"), «UC_NAME»«UC_DBA» ("OWNER"), «UC_NAME»«UC_DBA» ("PROPERTY MANAGER") and, «UC_NAME»«UC_DBA» ("PROVIDER(S)") ("PARTIES").

RECITALS

- A. HCA has received funds from the California Department of Mental Health, ("DMH") pursuant to Proposition 63, the Mental Health Services Act ("the Act" or "MHSA"). The Act was enacted by the voters of the State of California in November 2004. The MHSA Funds must be used in accordance with the Act and California Code of Regulations Title 9, Section 3100, et seq.
- B. PROVIDER(S) and HCA have an agreement regarding PROVIDER(S)'s provision of supportive services to MHSA households ("Service Agreement"). Pursuant to the Service Agreement, HCA provides funds to PROVIDER(S), and PROVIDER(S) has agreed to deliver the necessary services, including the applicable housing related services, to benefit the appropriate MHSA households.
- C. OWNER has developed «UC_NAME»«UC_DBA» ("Development") which consists of ## units of affordable housing for households whose income does not exceed 60% percent of the area median income ("AMI"), of which ## units ("MHSA Units") will be leased to MHSA-eligible clients of HCA. The ## MHSA units are for households whose income does not exceed thirty percent (30%) of area median income.

- D. In connection with the MHSA Units, and as evidenced by this MOU, the PARTIES are collaboratively engaging in the Development to offer housing and supportive service to households that include at least one (1) adult individual with a severe mental illness and/or serious emotional disturbance and who are homeless or at risk of homelessness at the time that such households apply for an MHSA Unit.
- E. The intent of the Development is to provide high quality, safe, and affordable permanent supportive housing to MHSA households and to offer the MHSA households supportive services that will enable them to maintain their housing 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 Development's success.
- G. This MOU is intended to memorialize certain rights and obligations of the PARTIES related to the Development.

Therefore, the PARTIES agree as follows:

ARTICLE I
DEFINITIONS, EXHIBITS

- A. Definitions. As used in this MOU, the following terms shall have the respective meanings assigned to them in this Article I.
 - 1. “Capitalized Operating Subsidy” shall mean an operating subsidy reserve that is an account held and invested by CalHFA to cover shortfalls in MHSA Unit income available for payment of approved rental expenses attributable to MHSA Units.
 - 2. “Confidential Information” shall mean personal information and protected health information that pertain to tenant and cannot be disclosed without a written authorization by the tenant to whom the information pertain or as otherwise required or authorized by law. Confidential information also includes mental health information as defined under Welfare & Institutions Code section 5328 and cannot be disclosed unless such disclosure is expressly authorized under section 5328 et seq.

3. "Development" shall mean: «UC_NAME»«UC_DBA» located at «UC_ADDRESS».
4. "DMH" shall mean California Department of Mental Health.
5. "Full Service Partnership" or "FSP" shall be a PROVIDER(S) contracted by HCA to provide wrap-around services to MHSA Client.
6. "HAP" shall be the PBV Housing Assistance Payments Contract and shall be the controlling document describing the on-going agreement between the OWNER and OCHA, notwithstanding anything to the contrary in this MOU.
7. "HCA" shall mean County of Orange Health Care Agency, Behavioral Health Services, Residential Care and Housing.
8. "MHSA" or "Act" shall have the meaning set forth in Recital A.
9. "MHSA Client" shall mean an individual adult enrolled in a FSP, or otherwise eligible for enrollment in an FSP and certified, pursuant to this MOU, as having a serious mental disorder as defined in Welfare and Institutions Code Section 5600.3(b) and (c), who is unserved (as defined in Section 3200.310 of California Code of Regulations Title 9, Chapter 14) or underserved (as defined in California Code of Regulations Title 9, Section 3200.300 or any successor regulation thereto). MHSA Client tenants shall also meet the criteria set forth in the MHSA tenant referral and certification policies established by HCA, as identified in Exhibit A.
10. "MHSA Household" shall mean a household where one or more household members are MHSA Clients.
11. "MHSA Unit(s)" shall mean the 10 units in the Development reserved for MHSA Households.
12. "OCCS" shall mean Orange County Housing and Community Services.
13. "OCHA" shall mean Orange County Housing Authority.
14. "OWNER" shall mean: «UC_NAME»«UC_DBA».
15. "PARTY" shall mean: HCA, OWNER, PROPERTY MANAGER, or PROVIDER(S), individually.

16. "PARTIES" shall mean HCA, OWNER, PROPERTY MANAGER, and PROVIDER(S), collectively.
17. "PBV" Shall refer to Project Based Vouchers supplied by OCHA as MHSA unit subsidies
18. "PROPERTY MANAGER" shall mean «UC_NAME»«UC_DBA» having a minimum of twenty-four (24) months experience in managing a Supportive Housing or Special Needs Population housing Development, or such other entity engaged by OWNER to manage the Development.
19. "Rent" shall include any payments to secure an MHSA Unit, and may include tenant payments combined with any applicable rental subsidies.
20. "PROVIDER(S)" shall mean «UC_NAME»«UC_DBA» or other agency contracted by the County of Orange, Health Care Agency HCA-designated Full-Service Partnerships working with MHSA Households occupying units in the Development. Clients from other FSPs also may be referred, but for purposes of this MOU, «UC_NAME»«UC_DBA» will be the lead provider for the Development.

B. Exhibits. The following exhibit is attached to this MOU and incorporated into this MOU by this reference:

Exhibit A: Flow Chart Describing Leasing Process

Exhibit B: Section 8 Project Based Voucher Program PBV Agreement to enter into Housing Assistance Payments contract; New Construction or Rehabilitation (HAP)

Exhibit C: Flow Chart Describing Leasing Process in MHSA – PBV Projects

ARTICLE II CONFIDENTIALITY

A. Disclosure of Confidential Information. The PARTIES agree that the effectiveness of services in supportive housing requires respect of client confidentiality in all interagency communication. Each PARTY agrees that it will not at any time disclose or permit the disclosure of Confidential Information without the consent of the MHSA Household unless such disclosure is authorized or required by law. If disclosure of Confidential Information is not authorized or required by law, a PARTY shall obtain a written authorization from the MHSA Household to whom the Confidential

Information pertains prior to disclosing any Confidential Information. All disclosures of mental health information must be consistent with Welfare & Institutions Code section 5328 et seq. Any PARTY who violates the provisions of this paragraph shall be in default of this MOU and subject to the provisions of Article VII.O.

- B. Applicability. The provisions of this Article II shall apply to each provision of this MOU and the activities contemplated by this MOU.

ARTICLE III

APPLICATION AND SELECTION PROCESS

- A. Determining MHSA Eligibility. HCA shall be responsible for determining if an applicant for an MHSA Unit is an appropriate MHSA Client, as outlined in the MHSA Certification and Referral policy. See Exhibit A, County of Orange MHSA Housing Program Certification and Referral Process.
- B. Marketing. HCA, in coordination with OCHA, shall conduct outreach to potential eligible MHSA households and maintain communication with PROVIDER(S) as necessary to assure MHSA units are utilized.
- C. Reasonable Accommodation. The PARTIES understand and agree that MHSA Households are disabled households who may be entitled to reasonable accommodations in the application and admission process. OWNER or PROPERTY MANAGER shall establish and implement a procedure to respond to requests for reasonable accommodation by all applicants. HCA shall approve the initial reasonable accommodation procedure, as submitted by OWNER or PROPERTY MANAGER, prior to execution of this MOU. Any amendments to such procedure shall be submitted to HCA for its review and approval at least thirty (30) days prior to implementing such procedure. OWNER or PROPERTY MANAGER shall make good faith efforts to provide its current reasonable accommodation procedures to PROVIDER(S). Such procedure shall provide for the following:
1. PROPERTY MANAGER 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 PROPERTY MANAGER intends to deny a requested accommodation because it is not reasonable, PROPERTY MANAGER will make efforts to determine if there is an alternative reasonable accommodation that would effectively address the applicant's disability related needs.
3. OWNER or PROPERTY MANAGER shall not be obligated to admit an MHSA Client applicant who requires supportive services as a reasonable accommodation in order to meet the terms of the tenancy if such applicant does not have access to supportive services or cannot otherwise obtain such supportive services.
4. In the event OWNER or PROPERTY MANAGER denies admission to the referred MHSA Households, PROPERTY MANAGER shall notify HCA, OCHA and PROVIDER(S) and, to the extent permitted by Article III, shall provide evidence of the implementation of reasonable accommodation procedures set forth herein.
5. In conjunction with the PROPERTY MANAGER review of any requests for reasonable accommodation, OCHA will review and approve reasonable accommodation requests consistent with HUD Regulations and as outlined in Exhibit B.

D. Applicant Referral Process.

1. Initial Rent Up. OWNER will notify HCA when OWNER is currently leasing MHSA Units in the Development. HCA will coordinate with OCHA and PROVIDER(S), who will identify at least one (1) MHSA Household for each MHSA Unit available for rent following the procedures outlined in the attached HAP agreement (Exhibit B). In the event OWNER (or OWNER's agent, including the PROPERTY MANAGER) denies admission to any MHSA Household identified pursuant to this subsection D(1) or the MHSA Household identified pursuant to this subsection does not lease or occupy the MHSA Unit for any reason, OWNER or PROPERTY MANAGER shall promptly notify HCA, OCHA and PROVIDER(S). The OWNER or PROPERTY MANAGER may request in writing that HCA identify additional MHSA Households interested in renting an MHSA Unit. Upon such written request, HCA, OCHA and PROVIDER(S) shall make diligent efforts to promptly refer additional MHSA Households.
2. Ongoing Rent Up. From and after the initial rent up of the MHSA Units, in the event PROPERTY MANAGER learns that an MHSA Unit is vacant or may become vacant, PROPERTY MANAGER shall notify HCA, OCHA and the PROVIDER(S) promptly in writing. OCHA and HCA will retain an active waiting list with at least three (3) viable MHSA Clients. The waiting list MHSA Clients will be reviewed for eligibility and interest quarterly, and HCA

shall report quarterly at the “All Hands Meeting” on the status of the MHSA Client waiting list. Upon written request by OWNER or PROPERTY MANAGER to HCA and OCHA, HCA and OCHA shall make diligent efforts to promptly refer one (1) or more MHSA Clients for each vacant MHSA Unit within thirty (30) days of receipt of written request. All PARTIES will work diligently and expeditiously to ensure that appropriate referrals and tenant selection occurs within ninety (90) days minimizing vacancies. Once notified of a vacant MHSA Unit, HCA and OCHA shall refer appropriate MHSA Clients to the PROPERTY MANAGER. The PROVIDER(S) shall provide all necessary support during the MHSA Clients selection process, including – if desired by the MHSA Client – assisting the MHSA Client to complete the required paperwork, securing required documentation, and accompanying the applicant during interviews with property management staff. The PROPERTY MANAGER shall screen MHSA Clients in a timely and responsive manner, offering the accommodations outlined in Article III Section C and the tenant selection provisions outlined in Exhibit A, and HAP, Exhibit B.

E. MHSA Clients Referral and Certification Process. HCA and PROVIDER(S) shall maintain a tenant referral and certification process for MHSA Households consistent with guidelines provided in Exhibit A. Clients referred must also be eligible for a PBV as outlined in Exhibit B, and will obtain a voucher by proceeding through the process illustrated in Exhibit C.

1. MHSA Applicant. In the event an applicant who has not been certified as an MHSA Client expresses an interest in an MHSA Unit, OWNER or PROPERTY MANAGER shall refer such applicant to HCA for assistance in determining MHSA eligibility and to OCHA to determine eligibility on OCHA PBV waitlists.
2. Application. Sixty (60) days prior to the initial rent-up, PROPERTY MANAGER shall provide to HCA, OCHA and PROVIDER(S) a copy of its Tenant Application that will be used in renting up the Development. In the event any modifications are made to such Tenant Application, PROPERTY MANAGER shall provide copies of such Tenant Application to HCA and PROVIDER(S) at least thirty (30) days prior to use of such application.
3. Tenant Selection Policy. Tenant selection will be in compliance with the HAP and any other lender or partner requirements and implemented as agreed upon by OCHA and parties. Notwithstanding any tenant selection process outlined under the HAP agreement, applicants for MHSA units may also be subject to additional HCA eligibility criteria and/or Property Management screening criteria.

- a. PARTIES agree that in developing or modifying a tenant selection plan, in consultation with OCHA, the tenant selection plan shall include sufficient flexibility to house MHSA Households who have historically been unable to obtain or maintain stable housing and, as a result, may have poor credit histories, a history of non-payment of rent, poor landlord references, a history of alcohol or drug abuse, or criminal records. To provide such flexibility, PARTIES agree to use the least restrictive polices allowed for under the AHAP agreement attached as Exhibit B.
- b. At all times, tenant selection criteria shall comply with fair housing laws and incorporate the reasonable accommodation procedure set forth in Article III Section (C) above.

5. Assistance from PROVIDER(S). PROVIDER(S) shall assist applicants referred by HCA or PROVIDER(S), in the application process by, among other activities, providing guidance to MHSA Clients in completing and organizing the application for rental housing and gathering the information necessary to document the MHSA Client's income information and access to rental assistance as well as communicating with the PROPERTY MANAGER to discuss the application process, the status of the PROPERTY MANAGER's review, and to address any questions MHSA Clients may have regarding the Development. If applicable, PROVIDER(S) shall also assist MHSA Clients in requesting and obtaining reasonable accommodation in the application and selection process.

F. Move-in Procedures. PROPERTY MANAGER shall establish reasonable move-in procedures and provide copies of such procedures to HCA and PROVIDER(S). In the event PROPERTY MANAGER modifies the move-in procedures, PROPERTY MANAGER shall provide copies of such modified move-in procedures to HCA and PROVIDER(S) at least thirty (30) days prior to implementing such procedures.

G. Orientation Procedures. Prior to move-in and after admission, PARTIES and OCHA shall meet with each MHSA Household referred by HCA pursuant to Article III Section D to orient the MHSA Household to the Development. 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, and rent collection requirements. At such orientation, the PARTIES and OCHA will seek to obtain from any MHSA Clients receiving services from HCA and its PROVIDER(S) written permission from such tenant that will allow the PROPERTY

MANAGER, HCA, OCHA and PROVIDER(S) to communicate about the MHSA Clients' housing and health and safety.

ARTICLE IV
SERVICES

- A. HCA Referrals. If requested by OWNER or PROPERTY MANAGER, HCA shall make good faith efforts to refer MHSA Households pursuant to Article III Section D who have access to Supportive Services if such services are necessary to assist such MHSA Households to meet the applicable MHSA Client selection criteria.
- B. Supportive Services. HCA staff will ensure that the PROVIDER(S) provides rehabilitative Mental Health Services based on MHSA Client goals for recovery, and that the MHSA Clients are receiving the necessary services to help them maintain stabilized housing. The level of service provided on and off-site will depend upon the MHSA Clients' level of functioning, needs, and choices. These services may include, without limitation:
1. On-going assessment and evaluation services, medication support services, mental health services, and case management services;
 2. Assisting with MHSA Clients' daily living activities and linking them to other supportive services and physical health care services in order to continue to improve their independent living skills;
 3. Assisting MHSA Clients in coordinating social and recreational activities, based on the residents' overall level of functioning, needs and choice;
 4. Assisting MHSA Clients in tenant council meetings;
 5. Providing dispute resolution for the MHSA Clients;
 6. Assisting the MHSA Clients with transportation needs when necessary;
 7. Providing consultation with psychiatrists and other mental health professionals, when necessary;
 8. Providing assistance with referrals and linkages with other applicable entities, as needed;

9. HCA through its case managers will provide ongoing contact with the MHSA Clients throughout the year to assure that the MHSA Client's needs and goals are being met. If, at any time, FSP and MHSA Clients determine that additional or expanded services are needed to maintain housing stability, FSP will work with MHSA Clients to institute a new service plan tailored to the MHSA Clients' needs;
10. PROVIDER(S) will provide services as needed on and off site collectively to the Development's MHSA Clients. This provision is subject to change dependent on an assessment of the applicant's needs.

ARTICLE V
OPERATING SUBSIDY

The PARTIES intend that an MHSA Household occupying an MHSA Unit shall be responsible for paying the higher amount of thirty percent (30%) of the current Social Security Income ("SSI") amount or thirty percent (30%) of the household's adjusted income in rent or the tenant portion of rent as calculated by OCHA, in accordance with the AHAP agreement (Exhibit B), which may require periodic revisions based on income changes. The PARTIES further intend that each MHSA Unit will be supported by Project Based Vouchers for years 1-10, with the potential for renewals through year 15 of a MHSA household's tenancy. If Project Based Vouchers become unavailable during the first 15 years, or thereafter, a Capitalized Operating Subsidy ("COS") will be applied that is equal to the difference between the allowable rent paid by the tenant and the allowable operating expenses for the applicable unit, to the extent that the COS rental subsidy is available and has been dedicated to the MHSA Unit.

ARTICLE VI
ONGOING TENANCY

- A. Reasonable Accommodation. The PARTIES and OCHA understand and agree that MHSA Households are disabled households who may be entitled to reasonable accommodations during occupancy. OWNER, in coordination with OCHA shall establish and implement a procedure to respond to requests for reasonable accommodation by all tenants. Such procedure shall require a provision in each MHSA Client lease that such MHSA Client may be entitled to a reasonable accommodation. Such procedure shall also require a provision in any written communication to an MHSA Household about a lease, rule or policy violation or potential violation that such MHSA Client may be entitled to a reasonable accommodation. The procedure shall provide that if the PROPERTY MANAGER intends to evict an MHSA Client, that the PROPERTY MANAGER first

consider, in consultation with the applicable PROVIDER(S), whether or not a reasonable accommodation is appropriate. In addition, if the PROPERTY MANAGER denies a requested accommodation because it is not reasonable, PROPERTY MANAGER will make efforts to determine if there is an alternative reasonable accommodation that would effectively address the MHSA Client's disability related needs.

B. Tenancy Documents; Modification to Documents and Development.

1. House Rules. The OWNER shall develop Development rules ("House Rules") and provide copies of the House Rules to HCA prior to execution of this MOU. In the event OWNER modifies the House Rules, OWNER shall provide copies of such modified House Rules to HCA and PROVIDER(S) as soon as reasonably practicable, but in no event less than thirty (30) days prior to the date on which the House Rules shall become effective.
2. Leases. The PROPERTY MANAGER shall provide HCA and OCHA with a copy of the form lease prior to the execution of this MOU. In the event PROPERTY MANAGER modifies the form lease for the MHSA Units, PROPERTY MANAGER shall provide copies of the modified form lease to HCA, OCHA and PROVIDER(S) as soon as reasonably practicable, but in no event less than thirty (30) days prior to the date on which the OWNER intends to use the lease.
3. Changes in Development. PROPERTY MANAGER shall promptly notify HCA and PROVIDER(S) of any changes to the regular operations of the Development, or any potential changes or losses of funding that could impact the operations of the Development. OWNER shall notify HCA and PROVIDER(S) of any physical changes or alterations to the Development.
 - a. Management Policy and Procedures. As part of the application process PROPERTY MANAGER shall provide copies of the management procedures and policies for the Development to all prospective MHSA Clients of the MHSA Units and HCA. PROPERTY MANAGER shall also provide such plan to PROVIDER(S). Such policies and procedures shall include but not be limited to: maintenance and repair procedures, eviction procedures, procedures and forms for filing complaints, grievances, and incident reports. OWNER shall also provide an overview of the reporting structure within OWNER's organization and the PROPERTY MANAGER's organization. In the event PROPERTY MANAGER updates or modifies any of said policies and procedures, PROPERTY MANAGER shall provide copies of such modification and updates to HCA and PROVIDER(S) thirty (30) days prior to implementing such updates or modifications.

b. Emergency Plan. The PARTIES agree that being well prepared to handle security threats, emergencies and disasters is important to reduce the risk of harm to MHSA Clients and staff. Prior to initial rent up, OWNER or PROPERTY MANAGER shall prepare a comprehensive safety plan with input from HCA, for approval by HCA. Such emergency plan will include an evacuation plan and information that will enable MHSA Clients to actively participate in keeping themselves and their property safe. The emergency plan shall include mechanisms for collecting and incorporating MHSA Clients feedback on such plan. As part of the application process, PROPERTY MANAGER shall provide copies of the emergency plan to HCA and PROVIDER(S)s. In the event OWNER or PROPERTY MANAGER updates its emergency plan, PROPERTY MANAGER shall promptly provide such updates to all MHSA Clients, HCA, and PROVIDER(S).

C. Communication Among Parties. The PARTIES shall use diligent efforts to communicate with each other and to ensure mutual accountability in carrying out each of the separate roles and functions of each PARTY under this MOU. The PARTIES agree that coordination and communication throughout a MHSA Client's tenancy is the best way to prevent problems from developing and to address them quickly as they occur. The PARTIES will work to create sufficient opportunities for PROVIDER(S), OWNER and PROPERTY MANAGER to share information and problem-solve, and for all PARTIES to support community building among MHSA Clients to generate a strong working relationship within the Development.

1. Staff Directory; Contact with PROVIDER(S). Prior to the execution of this MOU, each PARTY will prepare a directory of such PARTY's key staff involved with the Development (collectively, the "Development Directory") and provide such Development Directory to the other PARTIES. No later than ten (10) days following any change in staff listed in a PARTY's Development Directory, the PARTY shall update the PARTY's Development Directory and provide copies of such update to the other PARTIES.

D. Event Specific Communication.

1. PROPERTY MANAGER shall contact PROVIDER(S) when an MHSA Household's health, safety, or housing are at risk or such other times that MHSA Client may have authorized disclosure of information to the HCA and/or PROVIDER(S). The intent of such communication will be to promote the health and well-being of individual MHSA Clients and to prevent evictions.

2. PROPERTY MANAGER shall copy HCA, OCHA and the appropriate PROVIDER(S) on all letters and all notices sent to an MHSA Household issued by OWNER or PROPERTY MANAGER.
3. PROPERTY MANAGER and PROVIDER(S)s shall perform “welfare checks” defined as an inspection of MHSA Client’s MHSA Units for significant health and safety concerns upon a reasonable request from the appropriate PROVIDER(S), and after providing tenant with twenty-four (24) hour written notice of entry (if required for a non-emergency situation); and collaborate with and notify PROVIDER(S) to promote the health and welfare of the MHSA Client. Additional routine and required inspections will require the same noticing.
4. PROPERTY MANAGER shall notify the appropriate PROVIDER(S) if it has concerns relating to the health or safety of an MHSA Client of an MHSA Household (immediately by phone and within twenty-four (24) hours of event(s) leading to such concern, in writing).
5. PROPERTY MANAGER shall notify the appropriate PROVIDER(S) and OCHA of arrests, hospitalizations, and other critical incidents that come to PROPERTY MANAGER's attention (immediately by phone and within twenty-four (24) hours of the event(s), in writing) if such an event would potentially affect tenancy. PROVIDER(S) will notify the PROPERTY MANAGER of prolonged absences which could potentially affect MHSA Client’s ability to meet their lease agreement or eligibility for PBV and/or unit availability to complete inspections or maintenance.
6. If an eviction is imminent, PROPERTY MANAGER shall communicate with HCA, and OCHA and the appropriate PROVIDER(S) regarding the process of notices, responses and court dates; and if eviction is successful, regarding the lockout date.
7. PROPERTY MANAGER shall make good faith efforts to provide not less than twenty-four (24) hours notice by phone to the appropriate PROVIDER(S) if OWNER intends to meet with an MHSA Household to discuss the MHSA Household's housing situation or to process any requests or applications or any lease violations.
8. OWNER will promote collaboration and communication throughout tenancy and especially in the eviction process by attending and facilitating meetings between the OWNER, HCA, PROPERTY MANAGER and PROVIDER(S) as necessary, investigating questions and complaints about the process, and communicating with PROPERTY MANAGER, PROVIDER(S) and HCA about Development policies and procedures.

9. OWNER will attend MHSA Client specific meetings, as needed, with PROPERTY MANAGER, PROVIDER(S) and HCA in effort to assist MHSA Clients with maintaining their housing and to work cooperatively with MHSA Clients to meet their needs.

10. In the event of a change of PROVIDER(S) for the Development, HCA shall notify OWNER a minimum of thirty (30) days in advance of any change taking effect.

E. Communication. PARTIES shall establish a mutually convenient regular schedule of communication. Upon the request of any PARTY, such communication may include the following:

1. The PARTIES shall provide an update of anticipated vacancies and move-ins.
2. The PARTIES will discuss the Property Management/ MHSA Clients Service relevant issues along with the most recent rent roll (current tenants and unit numbers), any MHSA Client notices served, behavioral issues and concerns with MHSA Clients, housing quality standards issues with MHSA Clients, and services and referrals provided. In addition to the regular “All Hands” meeting scheduled by HCA, PROPERTY MANAGER and PROVIDER(S) shall meet once per week for the first year of operation of the Development to discuss any outstanding issues relating to MHSA Households. After the first year, the meeting schedule may be revised on an as-needed basis to accommodate a mutually agreeable schedule and frequency, but which shall not occur less than once a month.

F. “All Hands” Meetings. The PARTIES including the PROVIDER(S)s, and OCHA as deemed necessary, shall meet at a mutually convenient time, at a regularly determined frequency to discuss the Development. HCA shall coordinate these meetings. These meetings will occur at least four (4) times per year. The frequency can be increased in case of identified need. If agreed to by all of the PARTIES, the PARTIES may meet with other owners, and PROVIDER(S)s working with MHSA Households in the County of Orange. Examples of topics to be covered at the meetings include but are not limited to: discussion of safety issues and policy related to the Development; discussion of funding and staffing issues related to the Development; updates to policies and procedures related to coordination related to the Development; review of this MOU between the PARTIES; services update on MHSA Households and Service Participation; OWNER update on financial status of Development.

G. Eviction. All PARTIES agree that early, consistent intervention with MHSA Clients who are out of compliance with their lease or are exhibiting signs of degrading health and safety are key to avoiding escalating problems that lead to disruptions in the development and risk of evictions. The PARTIES

agree to work together to find resolutions that avoid eviction of an MHSA Client whenever possible. The PARTIES understand that eviction is sometimes necessary for the safety and well-being of the community of residents. The PARTIES also understand the importance of minimizing MHSA Client turnover and evictions, and minimizing management related costs. All PARTIES and OCHA agree to work together to secure the safety of the residents and prepare for any repercussions of any eviction.

H. PROVIDER(S)'s additional Obligations: PROVIDER(S) will assist the MHSA Households referred by PROVIDER(S), and who occupy MHSA Units, as follows:

1. PROVIDER(S) shall work to promote lease compliance and successful tenancy. In the event PROVIDER(S) assists in addressing or resolving a lease violation, PROVIDER(S) shall keep PROPERTY MANAGER informed of the PROVIDER(S)'s efforts;
2. PROVIDER(S) shall offer assistance to tenants in requesting and obtaining a reasonable accommodation during the tenancy;
3. As applicable, PROVIDER(S) shall initiate MHSA Clients specific meetings with PROPERTY MANAGER to address MHSA Clients behavioral issues in an effort to mediate behavioral problems and arrive at mutually acceptable solutions. PROVIDER(S)'s efforts should focus on avoiding formal complaints and unnecessary delays in resolutions.
4. As applicable, PROVIDER(S) will provide specific support to MHSA Clients who are settling an eviction action through a stipulated settlement, when all parties agree that supportive services will enable the MHSA Client to remediate the behavior that led to the eviction. PROVIDER(S) may be called upon to monitor the MHSA Client's participation in supportive services and report non-compliance to PROPERTY MANAGER when enforcing stipulated settlements of this nature.
5. PROVIDER(S) shall work with MHSA Households in imminent danger of being evicted to avoid finalization of the eviction process through voluntary departure.
6. PROVIDER(S) shall implement procedures to ensure that MHSA Households receive accurate, appropriate and timely information relating to their tenancy from PROPERTY MANAGER.
7. The PROVIDER(S) and PROPERTY MANAGER shall meet weekly to ensure cooperation, communication, and coordination of efforts to maintain MHSA occupied units' tenancy.

8. PROVIDER(s) shall assist MHSA household to comply with any necessary compliance or inspection obligations that may be necessary as a result of funding subsidies.

1. OWNER's Additional Obligations.

1. OWNER will respond to complaints and concerns from HCA, PROVIDER(S) and MHSA Client. OWNER will answer MHSA Client questions and concerns about fair implementation of Development policies and procedures.
2. OWNER will oversee the functions of the PROPERTY MANAGER and the creation and implementation of the PROPERTY MANAGER's strategy for effective communication and responsiveness to tenants.
3. OWNER will ensure that all on site Property Management staff are trained on when to call the appropriate emergency PROVIDER(S)s, and are trained on when to communicate with PROVIDER(S) (or MHSA Client's other designated PROVIDER(S)) in the event of an emergency.
4. OWNER will complete, submit, and execute all applications, documents, and/or agreements in connection with financing for the purposes constructing and operating the Development.
5. OWNER will prepare budgets and cost estimates relating to the Development.
6. OWNER will coordinate the creation of architectural plans for the Development and the selection of engineers, contractors, and consultants, subject to OCCS review. The architectural plans will comply with the Americans with Disabilities Act requirements in effect as of the date of the preparation of the architectural plans. The architectural plans will provide that no less than five percent (5%) of the units are physically accessible and an additional two percent (2%) of the units are sensorally accessible.
7. OWNER will supervise the work of such engineers, contractors and consultants.
8. OWNER will coordinate and administer the design and construction of the entire Development.
9. OWNER will ensure ongoing compliance with all regulatory agreements related to Federal, State, County, City and private financing sources for the applicable compliance periods.

10. OWNER will coordinate with OCHA to assure the requirements for PBVs are being met.
11. OWNER will ensure the Development is prudently and appropriately managed by an experienced professional property management company.
12. OWNER will provide for non-clinical social service programs at the Development for all its residents. These programs will be coordinated with the PROVIDER(S) to avoid duplication of services.

ARTICLE VII
MISCELLANEOUS

- A. Term. This MOU shall commence on the Effective Date and continue until the termination of the regulatory agreement recorded by the County of Orange on the Development.
- B. PROPERTY MANAGER. The PARTIES acknowledge that OWNER expects to delegate some of its rights and obligations under this MOU to the PROPERTY MANAGER. The PARTIES further acknowledge that PROPERTY MANAGER will also have the primary responsibility to manage the Development. In the event OWNER delegates any of its rights and obligations related to the Development or this MOU to PROPERTY MANAGER, OWNER shall ensure that PROPERTY MANAGER complies with the terms and provisions of this MOU as if it were OWNER. In addition, if requested by a PARTY, both OWNER and PROPERTY MANAGER shall participate in any meetings or communications provided for in the MOU. Notwithstanding any delegation of OWNER'S duties under this MOU to PROPERTY MANAGER, OWNER shall remain responsible for all obligations of OWNER that are set forth in this MOU.
- C. Trainings. HCA may provide or suggest centralized trainings and resources related to supportive housing and housing MHSA Households as needed by the PARTIES.
- D. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this MOU, a PARTY shall notify the other PARTIES in writing. Within fifteen (15) 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) day period for a minimum of one (1) hour at each meeting prior to taking any additional action against any PARTY. If any lawsuit is

commenced to enforce any of the terms of this MOU, each PARTY will be responsible for its own attorneys' fees and costs.

- E. 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 performance of this MOU and the operation of the Development.
- F. Severability. In the event any provision of this MOU 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 MOU.
- G. Amendments. This MOU may be amended only in writing and authorized by the designated representatives of PARTIES. This MOU may be changed from time to time by the PARTIES in writing, and will be jointly reviewed annually and modified if mutually agreed to by the PARTIES.
- H. Loan Documents. OWNER shall comply with the Loan Agreement, Regulatory Agreement and the promissory note and deed of trust related to the Loan Agreement related to any loans made by the County of Orange, or other entity, for the Development.
- 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:

County of Orange Health Care Agency
Behavioral Health Services

Behavioral Health Services,
 County of Orange
 405 West 5th Street
 Santa Ana, CA 92791
 Attention: Judy Iturriaga, Service Chief II

«UC_NAME»«UC_DBA»
OWNER:

«ADDRESS»
 «ADDRESS»
 «ADDRESS»

«UC_NAME»«UC_DBA»
PROPERTY MANAGER:

«UC_NAME»«UC_DBA»
PROVIDER(S):

«ADDRESS»
 «ADDRESS»
 «ADDRESS»

«ADDRESS»
 «ADDRESS»
 «ADDRESS»

Program Director

- J. 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).
- K. Multiple Originals; Counterpart. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart.
- L. No Third Party Beneficiaries. There shall be no third party beneficiaries to this MOU.
- M. Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of HCA shall be personally liable to All PARTIES in the event of any default or breach by HCA.
- N. Amendment. This MOU may only be modified in writing as agreed upon by ALL PARTIES hereto.
- O. Termination.
1. In the event any PARTY hereto is in default of any of its obligations hereunder, any other PARTY not then in default may send a written notice to the defaulting PARTY setting forth, with specificity, the nature of the default. If the defaulting PARTY has not cured the default within thirty (30) days of its receipt of the notice of default or, for defaults that cannot reasonably be cured within thirty (30) days, has not commenced to cure the default within a thirty (30) day period and diligently pursued completion of the cure, this MOU shall terminate automatically unless ALL PARTIES, excluding the PARTY who is in default, agree to extend the cure period. If the defaulting PARTY still remains in default of its obligation(s) at the end of the extended cure period, this MOU shall terminate automatically.
 2. The obligations of the PARTIES under this MOU are contingent upon the continued availability of Federal, State, and/or County funds, and inclusion of sufficient appropriations approved each fiscal year this MOU is in effect or in operation. In the event that such funding is terminated or reduced, any sponsor may terminate this MOU or reduce its obligations accordingly for each fiscal year this MOU is in effect upon thirty (30) days written notice to the other parties.

P. Indemnification

1. OWNER, PROPERTY MANAGER, and PROVIDER agree to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by OWNER, PROPERTY MANAGER, and/or PROVIDER pursuant to this Agreement. If judgment is entered against OWNER, PROPERTY MANAGER, and/or PROVIDER and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, OWNER, PROPERTY MANAGER, PROVIDER and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY agrees to indemnify, defend and hold OWNER, PROPERTY MANAGER, and/or PROVIDER, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and OWNER, PROPERTY MANAGER, and/or PROVIDER by a court of competent jurisdiction because of the concurrent active negligence of OWNER, PROPERTY MANAGER, and/or PROVIDER, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

3. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

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

COUNTY OF ORANGE HEALTH CARE AGENCY
BEHAVIORAL HEALTH SERVICES:

By: _____ Date: _____

Name: Mark A. Refowitz Its: Director

«UC_NAME»«UC_DBA»

By: _____ Date: _____

Name: _____ Its: _____

«UC_NAME»«UC_DBA»

By: _____ Date: _____

Name: _____ Its: _____

«UC_NAME»«UC_DBA»

By: _____ Date: _____

Name: _____ Its: _____

APPROVED AS TO FORM:
COUNTY COUNSEL, COUNTY OF ORANGE, CALIFORNIA

By:  Date: 12/11/13