

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-240

SAP Number

N/A

Department of Behavioral Health

Department Contract Representative	<u>Tammi Phillips</u>
Telephone Number	<u>(909) 388-0861</u>
Contractor	<u>AMCAL Las Terrazas Fund, L.P.</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>March 29, 2022 – March 29, 2042</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u></u>

Briefly describe the general nature of the contract:

Non-financial Memorandum Of Understanding between the Department of Behavioral Health and AMCAL Las Terrazas Fund, L.P. outlining the roles and responsibilities for the provision of case management, and specialty mental health and Substance Use Disorder and Recovery Supportive services for eligible families in twelve (12) subsidized permanent housing units for the period of March 29, 2022 through March 29, 2042.

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

DocuSigned by:

Dawn Martin

8FD744A7607047B

Dawn Martin, Deputy County Counsel

Date 3/21/2022

DocuSigned by:

Natalie Kessee

4AA4DEA056D0425

Natalie Kessee, Contracts Manager

Date 3/21/2022

DocuSigned by:

Dr. Georgina Yoshioka, Interim Dir

7DE8077EFA674B2

Georgina Yoshioka, Interim Director

Date 3/21/2022

MEMORANDUM OF UNDERSTANDING

between

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

and

AMCAL LAS TERRAZAS FUND, L.P.

for

**CASE MANAGEMENT, AND SPECIALTY MENTAL HEALTH AND SUBSTANCE USE DISORDER
SUPPORTIVE SERVICES AT LAS TERRAZAS, A PERMANENT SUPPORTIVE HOUSING DEVELOPMENT**

March 29, 2022

WHEREAS, the San Bernardino County ("County") Department of Behavioral Health, hereafter referred to as DBH, provides directly or through contracted vendors, case management, and Specialty Mental Health and Substance Use Disorder supportive services to consumers and their families in need of permanent housing in San Bernardino County; and

WHEREAS, AMCAL Las Terrazas Fund, L.P., hereafter referred to as "OWNER" or "Contractor", is proposing the development of one hundred twelve (112) units of affordable housing located at 1176 Valley Boulevard in Unincorporated Colton also known as The Las Terrazas Apartments (also referred to herein as the "Project"), including twelve (12) units which will be restricted and subsidized by the No Place Like Home (NPLH) Program for qualified low-income households experiencing homelessness while living with a mental disability; and

WHEREAS, OWNER agrees to work with DBH in identifying eligible families to access subsidized units at The Las Terrazas Apartments, and in return DBH agrees to provide voluntary case management, Specialty Mental Health and Substance Use Disorder supportive services to residents residing in the twelve (12) NPLH funded units at The Las Terrazas Apartments; and

WHEREAS, OWNER and DBH desire to enter into this Memorandum of Understanding (also hereinafter referred to as "MOU") for the purpose of defining their respective roles in both providing housing units, case management, Specialty Mental Health and Substance Use Disorder supportive services to certain eligible residents of The Las Terrazas Apartments in order to achieve and maintain an enriched quality of life; and

NOW THEREFORE, DBH and OWNER mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I.	PURPOSE	3
II.	DEFINITIONS	3
III.	OWNER SERVICE RESPONSIBILITIES	8
IV.	OWNER GENERAL RESPONSIBILITIES	9
V.	DBH RESPONSIBILITIES	9
VI.	MUTUAL RESPONSIBILITIES	12
VII.	FISCAL PROVISIONS	14
VIII.	RIGHT TO MONITOR	14
IX.	TERM	15
X.	EARLY TERMINATION	15
XI.	INDEMNIFICATION	15
XII.	GENERAL PROVISIONS.....	15
XIII.	CONCLUSION	16

ATTACHMENT I - ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

I. PURPOSE

The Las Terrazas Apartments, developed by OWNER is an affordable housing development. Twelve (12) of the units at Las Terrazas Apartments will be designated for individuals who are homeless living with a mental disability (herein referred to as the "NPLH Funded Units") and the remaining units will be affordable for individuals and families. OWNER will work with DBH and San Bernardino County Coordinated Entry System (CES) in identifying eligible households to access the NPLH Funded Units. DBH will provide voluntary supportive services to all households in the NPLH Funded Units through contracted on-site and field-based services. Referrals to the NPLH Funded Units will be made in conjunction with the CES. OWNER will make the final determination in regard to family's household size, income, preferences as applicable, and verify homeless status as determined by DBH and/or other homeless service providers. DBH will make the final determination in regard to family's appropriately qualified VI-SPDAT acuity score and ability to live independently. There will be no drop-in/walk-in services at the property. Interested homeless individuals should be referred to CES through 2-1-1.

DBH acknowledges that the OWNER is responsible for the reputation of the property and that its place in the community is vital to success. As such, DBH and OWNER will work together to ensure residents comply with all lease obligations to maintain a good relationship in the community to ensure we can continue to house the residents and provide the much needed supportive services at The Las Terrazas Apartments in the future.

It is understood that DBH and OWNER must work together as a team to effectively meet the needs of the residents. This level of collaboration will require exceptional, thorough and timely communication between all parties. The parties to this agreement understand their separate and distinct responsibilities. DBH agrees in the performance of services, and OWNER agrees in the ownership of housing, that tenant and client rights are respected and complied with not only as a matter of principle, but as a matter of practice.

It is understood that DBH's role will be that of supportive services provider and OWNER's role will be that of dealing with property management and tenant issues.

DBH and OWNER agree to advise one another of matters in the referral and placement process and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared.

II DEFINITIONS

- A. At-Risk of Chronic Homelessness – 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 facilities, 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: 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, 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.
- B. Authorization for Release of Protected Health Information - A HIPAA compliant authorization signed by the client or client's legal representative, authorizing DBH to release the client's information to a designated recipient. This form must be completed thoroughly with specified records to be shared, a designated time frame and expiration date, as well as a signature by the DBH client or his/her legal representative. If the form is signed by a legal representative, proof from the court system designating legal representation must accompany the request.
 - C. Barriers – Temporary or long term personal or other problems/issues that interfere with participation, employment, or job search.
 - D. California Department of Housing and Community Development (HCD) - The State agency responsible for implementing NPLH legislation dedicating up to \$2 billion in bond proceeds to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness.
 - E. Chronically Homeless - As stated in the HUD Definition of Chronically Homeless final rule:
 1. 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:

An individual who can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability.

 - 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)(i) of this definition continuously for at least 12 months [one year] or on at least 4 separate occasions in the last 3 years, [where each homeless occasion was at least 15 days] 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)(i). 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;

2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
 3. 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.
- F. Coordinated Entry System (CES) – a centralized or coordinated process designed to coordinate program participant intake, assessment, and provision of referral. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.
- G. Counseling – Advice and support that is given to people to help them experience relief from emotional distress and assist them in reaching their goals for a happier life.
1. Individual Counseling – One-on-one counseling.
 2. Group Counseling – Counseling in a group setting that offers opportunities to work on necessary issues.
- H. Department of Behavioral Health (DBH) – The San Bernardino County Department of Behavioral Health, under state law, provides mental health and substance use disorder treatment services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.
- I. Eligible - Eligibility for the NPLH Funded Units located at the Las Terrazas Apartments requires:
1. One (1) or two (2) person household size, and
 2. Chronically homeless verification, and
 3. Appropriately qualified VI-SPDAT acuity score, and
 4. Ability to live independently, and
 5. Low income household status including household income that does not exceed twenty (20) percent of area median income as adjusted for household size.
- J. Episode – The period that a case is open. If a consumer exits treatment, the case is closed, and that episode ends. When a consumer returns, a new episode of treatment occurs with a new opening date.

- K. Family – Is used interchangeably with “applicant,” “participant,” “household” or “consumer.”
- L. Health Insurance Portability and Accountability Act of 1996 (HIPAA) – A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.
- M. Individual Services and Supports Plan (ISSP) – the plan developed by the client and, when appropriate the client’s family, with the Case Manager to identify the client’s goals and describe the array of services and supports necessary to advance these goals based on the client’s needs and preferences and, when appropriate, the needs and preferences of the client’s family to support the client’s recovery, wellness and resilience.
- N. Landlord – An individual, firm, corporation, partnership, OWNER or similar entity; or a designated property manager that holds title to the housing that receives funding through rental subsidies on behalf of The Las Terrazas Apartments.
- O. Low Income - Household income does not exceed twenty (20) percent of the median income by household size for San Bernardino County. It is intended that this definition be consistent with HUD’s definition of low income.
- P. Mental Health Service Activities - Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the consumer’s goals/desired result/personal milestones.
 - 1. Assessment is a clinical analysis of the history and current status of the consumer’s mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures.
 - 2. Case Management/Brokerage services are activities provided by program staff to access and monitor medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible consumers.
 - 3. Crisis Intervention is a rapid emergency response service enabling the consumer to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the consumer’s need for immediate service intervention.
 - 4. Medication Support Services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness.
 - 5. Therapy is a service activity that may be delivered to a consumer or group of consumers, and may include family therapy (when the consumer is present). Therapeutic interventions are consistent with the consumer’s goals/desired results and may focus on symptom reduction as a means to improve functional impairments.
 - 6. Rehabilitation is a service activity that may include any or all of the following:

- a. Assistance in restoring or maintaining a consumer's or group of consumer's functional skills, daily living skills, social skills, grooming, personal hygiene skills, meal preparation skills, medication compliance, and support resources.
 - b. Counseling of the consumer and/or family.
 - c. Training in leisure activities needed to achieve the consumer's goals/desired results/personal milestones.
- Q. MOU – refer to this Memorandum of Understanding between DBH and OWNER.
- R. Personally Identifiable Information (PII) - PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes: name, social security number, date of birth, address, driver's license, photo identification, other identifying number (case number, client index number, SIMON number/medical record number, etc.).
- S. Project – Las Terrazas Apartments, a newly constructed affordable multi-family apartment complex located at 1176 W. Valley Blvd., Colton, California 92324.
- T. Protected Health Information (PHI) - PHI is *individually identifiable health information* held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral. Individually identifiable information is information, including demographic data, that relates to the individual's past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.
- U. Subcontractor - An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under this MOU or under a separate contract with or on behalf of Contractor.
- V. Substance Use Disorder and Recovery Services (SUDRS) - provides a full range of substance use disorder treatment services for San Bernardino County communities and residents. Services are available to all County residents regardless of race, religion, gender, sexual orientation, or disability including chronic illness or HIV. Services include timely and consistent assessment, defined and time-limited treatment that removes substance use as a barrier to employment, effective communication regarding participation in treatment, ongoing support for continued employment, and recovery from substance use disorders; and electronic tracking of all services.
 - 1. Residential Services
 - 2. Intensive Outpatient Services
 - 3. Outpatient Services
 - 4. Withdrawal Management (Detox)
 - 5. Medication Assisted Treatment Services

6. Community-Based Recovery Center/Aftercare

- V. Supportive Housing – Permanent housing programs in which participants receive subsidized affordable housing services, through either DBH or OWNER, and other case management and self-sufficiency supports to help consumers maintain their residency and improve self-sufficiency.
- W. Target Population – Eligible Low Income homeless households living with a mental disability and as of result of the mental disorder a significant impairment in one or more areas of functioning in the following categories: health, self-care, housing, occupation, education, legal, money management, and interpersonal/social.
- X. Unsubsidized Employment – Direct employment without a subsidy wherein the wage is paid entirely by the employer.
- Y. VI-SPDAT (Vulnerability Index and Service Prioritization Decision Assistance Tool) - The VI-SPDAT is an evidence based assessment tool that is administered both to individuals and families to determine risk and prioritization when providing assistance to homeless and at-risk of homelessness persons.

III. OWNER SERVICE RESPONSIBILITIES

- A. OWNER of The Las Terrazas Apartments will be responsible for asset management and overseeing the ongoing duties of repair, maintenance, management and operation of The Las Terrazas Apartments through contracted property management.
- B. Maintain releases of information for each participant in the NPLH program to ensure open communication between DBH and OWNER with regards to occupants of the NPLH Funded Units.
- C. Provide housing services that include: screening eligibility and verification of applications, criminal background checks, orientation screenings, issuance of leases, initial and regular housing inspections, determination of rents, landlord responsibilities and responding to complaints and appeals regarding housing.
- D. Notify the applicant of acceptance into the NPLH program. Conduct orientation meetings to provide instructions to applicants on policies and to outline applicant's rental responsibilities.
- E. To the extent permitted by law, facilitate monthly case conference meetings with DBH and service providers to discuss identification of barriers to productive treatment, mutual problem solving, and future planning.
- F. Immediately notify DBH Office of Compliance (DBH-PrivacyIncidents@dbh.sbcounty.gov) of any suspected or actual breach of confidential information; notify Program Manager II of Homeless and Supportive Services regarding incidents, concerns or lease violations involving NPLH residents.
- G. Provide work space and a phone line for the DBH Case Manager at agreed upon OWNER office locations.
- H. Independent of this MOU, OWNER will continue to provide services to eligible families.

IV. OWNER GENERAL RESPONSIBILITIES

- A. Without the prior written consent of DBH, this MOU is not assignable by OWNER either in whole or in part.
- B. OWNER agrees not to enter into any subcontracting agreements for work contemplated under this MOU, with the exception of a change in OWNER's management agent, without first obtaining written approval from the DBH Director or his/her designee. Any subcontractor shall be subject to the same provisions as OWNER in addition to all contract provisions as required by County. OWNER shall be fully responsible for the performance of any subcontractor.
- C. OWNER shall adhere to mutually developed grievance procedures with regard to consumer satisfaction, and in respect of the grievance procedures clearly defined in its Housing Services Administrative Plan, in accordance with Department of Housing and Urban Development(s) Code of Federal Regulations. OWNER shall provide a system, approved by DBH, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all consumers.
- D. OWNER shall comply with all applicable health and safety housing requirements, as applicable under all County, city, state, and federal laws and regulations. This includes in compliance with local applicable fire codes; maintenance of clean, sanitary and housing premises in good repair; and establishment and implementation of maintenance requests, policies and procedures to ensure safety of housing premises.
- E. In recognition of individual rights to work in a safe, healthful and productive work place as well as in consideration for the vulnerable population being housed, as a material condition of this MOU, OWNER agrees that OWNER and OWNER employees, while performing service for the County and DBH, shall ensure a drug and alcohol-free workplace. This includes implementing policies and procedures to ensure prohibition of impairment or under the influence of alcohol or drugs during the practice of employment for OWNER; prohibition of possession of an open container of alcohol or consumption of alcohol or drugs on OWNER premises; prohibition of offering or selling alcohol or drugs on OWNER premises. OWNER shall formally inform employees of the drug and alcohol-free workplace requirements during the course of employment. Failure to meet requirements referenced herein may be subject to termination of this MOU.
- F. By entering this MOU, OWNER certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- G. OWNER shall sign and adhere to the requirements set forth in Attachment A – Attestation Regarding Excluded/Ineligible Persons.

V. DBH RESPONSIBILITIES

The parties agree and acknowledge that all of the responsibilities assigned to DBH under this Section V are limited to providing the services and meeting the responsibilities only with regards to the residents occupying the twelve (12) NPLH Funded Units.

- A. Provide final determination in regard to consumer or individual appropriately qualified VI-SPDAT acuity score and ability to live independently prior to admission.
- B. Complete the Adult Needs and Strengths Assessment at intake, six months and discharge.
- C. Provide DBH and/or contracted vendor staff to provide voluntary intensive case management and onsite mental health services to the residents of the twelve (12) NPLH Funded Units that are experiencing an identified situation or crisis that jeopardizes the stability of their residential housing. DBH will maximize the onsite presence of DBH or contracted vendor staff as is possible, in its sole discretion. DBH or contracted vendor staff will provide 24 hour support to such residents with onsite and remote support.
- D. Based on the need, DBH will provide behavioral health and case management services, for all tenants in the twelve (12) NPLH Funded Units, to assist them in identifying and removing barriers to successful tenancy and well-being. The length of behavioral health and case management services depends on the resident needs. Residents will continue to have access to services regardless of service location, for the duration of their tenancy. This includes access to 24/7 crisis services.
- E. Ensure residents receive appropriate behavioral health services and other services as needed either by direct service from a County clinic/program, referral to a contracted community based organization or through linkages to other social services. Services shall include, but are not limited to:
 - 1. Mental Health Services and/or Treatment
 - 2. Substance Use Disorder Services and/or Treatment, including Services for Co-Occurring Disorders
 - 3. Crisis Stabilization
 - 4. Inpatient Psychiatric Hospitalization
 - 5. Crisis Residential Treatment
 - 6. Case Management, including linkage to all health care
 - 7. Peer Support Activities
 - 8. Benefits Counseling and Advocacy
 - 9. Skills Building, including basic housing retention skills
 - 10. Recreational and Social Activities
 - 11. Linkages to Educational Services
 - 12. Employment Services
- F. Ensure residents receive behavioral health services for any underlying issues related to chronic homelessness as determined on a case-by-case basis by DBH staff.

- G. Accept referrals from OWNER for conflict resolution, behavioral health evaluations and treatment.
- H. Develop an Individual Services Support Plan for all program participants receiving services.
- I. Obtain an Authorization for Release of Protected Health Information for each referred resident prior to any discussions with OWNER on consumer's progress in managing tenancy-based issues.
- J. Provide or arrange transportation on a case-by-case basis for residents to attend appointments and utilize resources as outlined in the consumer's case plan.
- K. Provide voluntary behavioral health and case management services to all referred residents.
 - 1. Frequent and on-going contact with each family, ranging from daily to as needed, depending on level of need and progress, via phone and/or in-person, to determine the effectiveness of services provided to participating residents and family members, as determined by DBH staff. At a minimum contact will occur at a frequency no less than once a month.
 - 2. Assess the stability of the resident's living situation, physical and emotional health and safety.
 - 3. Assess progress toward goals and make necessary changes to improve resident's success in meeting these goals.
 - 4. Monitor each resident's progress toward making the necessary changes to achieve stability in housing and overall community functioning.
 - 5. Participate in case coordination meetings with the OWNER.
 - 6. Make every effort to engage residents who are not making adequate progress.
 - 7. To the extent resident no longer demonstrates the ability to live independently or poses a documented and imminent threat to staff, other residents or households, themselves or the safety of the building then DBH will evaluate the circumstances with OWNER and support the removal of resident from the Project and the termination of their tenancy.
- L. Provide annual reports to OWNER that include the following:
 - 1. The total number of participants served through the program,
 - 2. The total number of participants who discontinued the program,
 - 3. Participate in outcome data research request with resident's informed consent in accordance with privacy laws and regulations.
- M. Provide direct management of DBH contracted vendor, co-located at the OWNER facility, if applicable.
- N. Provide the necessary equipment for the DBH employees including a computer, in order to complete job functions.
- O. Independent of this MOU, DBH will continue to provide services to eligible residents, as needed.

VI. MUTUAL RESPONSIBILITIES

- A. These following three evidence-based approaches will be used by DBH and OWNER to provide housing and Specialty Mental Health and Substance Use Disorder supportive services to The Las Terrazas Apartments residents occupying the NPLH Funded Units:
1. Housing First - a philosophy that homelessness can be most efficiently ended by providing someone with access to safe, decent and affordable housing. The five key principles are:
 - a. Immediate access to permanent housing with no readiness requirements
 - b. Consumer choice and self-determination
 - c. Recovery orientation
 - d. Individualized and client driven supports
 - e. Social and community integration

Research has demonstrated that this approach is effective in promoting housing stability, particularly among people who have been homeless for long periods of time and have serious psychiatric disabilities, substance use disorders and/or other disabilities.
 2. Harm Reduction - Similar to Housing First, the Harm Reduction philosophy prioritizes housing stability among persons who have experienced homelessness and who may be facing disabilities. Although recovery from mental health and substance abuse disorders is always the goal, harm reduction acknowledges that persons may be at different places along the continuum of behavior change. Harm reduction focuses on meeting tenants where they are at and assisting them to set and achieve goals for themselves. In this process a trusting relationship is established with the provider. Tenants are also encouraged to explore obstacles toward their goals in an open and non-judgmental atmosphere where they can contemplate costs and benefits of receiving services addressing their special needs, so that staff does not alienate tenants or cause them to begin a dishonest game of hiding their drug use, psychiatric symptoms, etc. Like any other tenant, tenants receiving services using this philosophy must still pay rent and comply with the terms of their lease.
 3. Motivational Interviewing - exploring and resolving ambivalence and centers on motivational processes within the individual that facilitate change. Key principles include:
 - a. Express and Show Empathy toward Client
 - b. Support and Develop Discrepancy
 - c. Deal with Resistance
 - d. Support Self-Efficacy
 - e. Autonomy
- B. DBH and OWNER agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

- C. DBH and OWNER agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DBH and OWNER's mutual chain of command, as deemed necessary.
- D. DBH and OWNER agree to develop and implement procedures, surveys and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- E. DBH shall cooperate with OWNER in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- F. DBH and OWNER agree to collaborate on Data Collection and Performance Outcome Requirements related to DBH Full Service Partnership services. DBH and OWNER shall comply with all local, State, and Federal regulations regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State and/or DBH.

On an annual basis, DBH shall submit the data listed below for each of the NPLH Funded Units to the Department of Housing Community Development (HCD) in accordance with the requirements of this section of the MOU. DBH and OWNER property manager for The Las Terrazas Apartment ("Property Manager") shall work collaboratively to ensure that DBH timely obtains the data for submission to the HCD.

The data may be, but is not required to be, gathered from the local Homeless Management Information System (HMIS).

The data shall be submitted in electronic format on a form provided by the HCD. DBH, OWNER, property Manager and the lead service provider shall work together to resolve any data quality concerns to the best of their ability prior to submission of the data to HCD.

The data below shall be submitted to the HCD no later than September 30 of each year for the previous state fiscal year of activity (July 1 - June 30) and shall include all of the following information:

- 1. Project location, services, and number of NPLH Funded Units, total Units assisted by other government programs, and total non-Assisted Units;
- 2. Project occupancy restrictions;
- 3. Number of individuals and households served;
- 4. Homeless status, veteran status (the number of tenants who served on active duty in the armed forces of the United States for tenants over age 18), and mental health status. No information on specific mental health diagnoses will be collected;
- 5. Average Project vacancy rate during the reporting period (12 month average).

G. Privacy and Security

- 1. Both parties shall adhere to any County applicable privacy-related policies pertaining to PII. DBH has a specific responsibility to comply with all applicable State and Federal regulations pertaining to privacy and security of client PHI and strictly maintain the confidentiality of behavioral health records, and Contractor shall assist DBH in upholding said confidentiality by applying safeguards as discussed herein. Regulations have been

promulgated governing the privacy and security of individually identifiable health information (IIHI) PHI or electronic Protected Health Information (ePHI).

2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, both parties shall adhere to the protection of personally identifiable information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining eligibility that can be used alone in conjunction with any other information to identify an individual.
3. Reporting Improper Access, Use, or Disclosure of Unsecure PHI and PII
Upon discovery of any unauthorized use, access or disclosure of PHI or any other security incident with regards to PHI or PII, Contractor agrees to report to DBH no later than one (1) business day upon the discovery of a potential breach. Contractor shall cooperate and provide information to DBH to assist with appropriate reporting requirements to the DBH Office of Compliance.
4. Both parties shall ensure any DBH client PHI that is stored on its premises will be locked and secure in adherence to IIHI and PHI privacy requirements.

VII. FISCAL PROVISIONS

This is a non-financial MOU.

VIII. RIGHT TO MONITOR AND AUDIT

- A. DBH staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, staff information, patient records and other pertinent items as requested, and shall have absolute right to monitor the performance of OWNER in the delivery of services provided under this MOU. Full cooperation shall be given by OWNER in any auditing or monitoring conducted according to this agreement.
- B. OWNER shall cooperate with DBH in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- C. All records pertaining to service delivery and all statistical and management books and records shall be available for examination and audit by DBH Program staff for DBH. Records of OWNER which do not pertain to the services under this MOU shall not be subject to review or audit unless otherwise provided in this MOU. Technical program data shall be retained locally and made available upon DBH's reasonable advance written notice or turned over to DBH.
- D. OWNER shall provide all reasonable facilities and assistance for the safety and convenience of DBH's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of OWNER.

IX. TERM

This MOU will commence on March 29, 2022 and continue until March 29, 2042. This MOU may be terminated earlier in accordance with the EARLY TERMINATION provisions Section.

X. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party, except that the MOU may not be terminated by either party if State or Federal funds are appropriated to fund the activities under this MOU. Notwithstanding the foregoing, if, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, DBH may immediately terminate this MOU upon written notice to OWNER. The DBH Director, or his/her appointed designee, has authority to terminate this MOU on behalf of the County/DBH.

XI. INDEMNIFICATION

The OWNER agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, contract vender, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from any cause whatsoever, including the acts, errors or omissions of the OWNER and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification obligation shall apply regardless of the existence or degree of fault of indemnitees and applies to the County's "active" as well as "passive" negligence, but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

XII. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

XIII. CONCLUSION

- A. This MOU, consisting of sixteen (16) pages and Attachment A, is the full and complete document describing the roles and responsibilities of the Parties, including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective parties to the terms and conditions set forth in this document.

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

DocuSigned by:

Dr. Georgina Yoshioka, Interim Director

Name: Georgina Yoshioka
Title: Interim Director
Address: 303 E. Vanderbilt Way
Suite 400
San Bernardino, CA

Date: 3/15/2022

AMCAL LAS TERRAZAS FUND, L.P.

By: AMCAL FNMA LLC
Its: Administrative General Partner

By: AMCAL Multi-Housing Inc.
Its: Manager

DocuSigned by:

Arjun Nagarkatti

Name: Arjun Nagarkatti
Title: President
Address: 30141 Agoura Rd.
Suite 100
Agoura Hills, CA

3/10/2022

SAN BERNARDINO COUNTY

Curt Hagman

Curt Hagman, Chairman, Board of Supervisors

Dated: **MAR 29 2022**

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By *[Signature]*
Deputy

By: Brandon Affordable Housing, LLC
Its: Managing General Partner

By: Las Palmas Foundation
Its: Manager

Joseph Michaels

Name: Joseph M. Michaels
Title: President

3/11/2022

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor AMCAL Las Terrazas Fund LLP shall:**

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in Federal and State funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in Federal and State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
 - c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under Federal or State funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the Federal or State government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded health care program payment may be made.

Arjun Nagarkatti

Printed name of authorized official

Arjun Nagarkatti

Signature of authorized official

3/10/2022

Date