

LOCAL GOVERNMENT SPECIAL NEEDS HOUSING PROGRAM (“SNHP”)

SNHP FINANCING APPLICATION

ATTACHMENT A-1 COVER SHEET

PROJECT NAME: _____

DRAFT SUPPORTIVE SERVICE PLAN

(ATTACHED HERETO)

**NOTE: THE FINAL SUPPORTIVE SERVICE PLAN MUST BE SUBMITTED PRIOR TO THE
SNHP LOAN CLOSING**

Section D: Supportive Services Plan Instructions

1. Submit the MHSA Supportive Services Information, Section D, Items D.1 through D.16, as listed on the Application Index & Checklist.
2. Enter required information into the yellow box marked "Response".
3. **Items D1 through D9 must be circulated for public comment and local review for 30 days prior to submission.**

Item D.1 Rental Housing Development Summary Form (Attachment B)

Instructions: Complete and submit the Rental Housing Development Summary Form **(Attachment B)**

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Item D.2 Development Description

The Development Description should provide a narrative (approximately two pages) that includes:

1. Name and location of the proposed housing development;
2. Service goals of the development;
3. Characteristics of tenants to be served;
4. Type of housing to be provided;
5. How the building(s) in which housing and services will be provided will meet the housing and service needs of the MHSA tenants (location, building type, layout, features, etc.)
6. Name of primary service provider, property manager, and other development partners; and,
7. Summary of the development financing.

Response:**DEVELOPMENT DESCRIPTION**

1. The Woodlands 2 is located at 2900 Polk Street (assessor's parcel #108350063) in the City of Redding, California. The development is being proposed by PC Redding Apartments, a Limited Partnership between Palm Communities of Irvine, California and Northern Valley Catholic Social Service of Redding, California. The proposed new construction development will consist of 20 units on the same campus as The Woodlands, a 55-unit supportive housing complex. Like the original Woodlands, The Woodlands 2 will be two-story garden-style walk-up buildings, with a mix of 1-, 2- and 3-bedroom apartments. The proposed development will have 5 MHSA designated units, all one-bedroom. The Woodlands' on-site resident manager, case manager and peer support specialists will expand their scope of work to support these new units.
2. The Woodlands 2 will provide more capacity to achieve the over-arching service goal for The Woodlands, which is for Full Service Partnership (FSP) program participants to acquire and maintain housing stability. Examples of strategies that the support team is using to achieve this goal will be consumer-driven goal setting, recovery-based case management and education, the use of Wellness and Recovery Action Planning, and connection to community-based programs such as the Olberg Wellness Center. These practices incorporate the principles of wellness and recovery that include affirmation and celebration of success, linkage to community-based support and social networks, development of life skills necessary for household/personal care management, and establishing a level of income that will sustain housing and assist members to achieve other, more independent housing goals they may have.

Supports available include mental health services, intensive case management, medication support, 24/7 crisis services, access to In-Home Supportive Services (IHSS) and nursing staff, vocational services in collaboration with the State Department of Rehabilitation, benefit assistance, peer-to-peer support, and transportation assistance. The use of FSP flexible funding enables enrolled program participants to receive individualized support and "whatever it takes" services including social skill building activities, grocery shopping, and the purchase of ancillary necessities. The proposed project will provide a variety of units that can meet the housing needs of the majority of FSP program age groups, including transition-aged youth, adults, and older adults living independently.

The MHSA residents will be FSP program participants receiving case management support from a Personal Services Coordinator (PSC) who will serve as their primary on-site supportive service coordinator. One full-time-equivalent PSC is assigned to support the MHSA residents of The Woodlands. Additional FSP support is provided by a full-time Peer Support Specialist, peer advocates, clinicians, nurses, and psychiatrists. The project's on-site support focuses on skills and issues related to successful adaptation to the project community, achieving long-term housing stability, and daily application of recovery principles to promote ongoing self-sufficiency. Off-site services focus on

community integration and establishment of a support network, educational and/or vocational advancements, some primary health care and mental health services, and overall wellness, recovery, and resiliency.

The creation of permanent supportive housing units at The Woodlands for adults with serious mental illness (SMI) is consistent with the Community Services and Supports Plan adopted by the Shasta County Health and Human Services Agency (SCHHSA) and seeks to expand the capacity of safe, affordable, and independent permanent housing.

3. MHSA units will be occupied by individuals who are eligible to MHSA services that have a serious mental illness; and are homeless or at-risk of homelessness, hospitalization, or incarceration; and are un-served or underserved individuals who are eligible to receive FSP intensive services and supports. The Woodlands 2, like the original project, is a multi-family project and all age groups eligible for FSP services may apply for residency.
4. The Woodlands 2 is a new construction project.
5. The Woodlands 2 is an addition to The Woodlands, the first MHSA permanent supportive housing project for Shasta County. Shasta County as a whole has an insufficient supply of supportive and affordable housing units. The development is centrally located near bus service, an elementary school, community-based services, and shopping including grocery stores, pharmacy, and other retail shopping. The proximity to these services has already proven beneficial to The Woodlands residents.

The Woodlands is a fenced and gated community which includes 24-hour on-site management, automobile entry gates, perimeter fencing and pedestrian gates. Common area security cameras are located throughout the community. The Woodlands also includes a multi-purpose community room for classes and for residents to reserve for parties and other events. The park-like grounds feature a fitness center, raised vegetable garden beds, a tot-lot playground, and a swimming pool with splash pad for young children.

As with The Woodlands, each unit in The Woodlands 2 will include Energy Star® rated appliances and equipment, including central heating/cooling, dishwashers, continuous cleaning gas range/oven and hood fan, garbage disposal, and a refrigerator/freezer. Units will also include private patios or balconies (depending on floor level), outdoor storage facilities, luxury vinyl plank and carpeting, blinds, and pantry cabinets. All MHSA units will come furnished.

To provide flexibility in meeting the needs of the MHSA residents and to reduce stigma, the 5 MHSA units will not carry any designation or identification as MHSA units and they will be scattered throughout the complex, as they are in The Woodlands. This arrangement fulfills an overall goal of integrating MHSA housing tenants among other residents of the complex to avoid creating a "project within a project" effect that could happen by concentrating consumers in entirely segregated and identified buildings.

6. The primary service provider is SCHHSA which operates the FSP program in Redding, California.

Property Management will be provided by Northern Valley Catholic Social Service (NVCSS). NVCSS has a standing relationship with the developer and provides property management services to several of the developer's properties.

Social Services programs will also be provided NVCSS. NVCSS is a local community-based organization with many years of experience working with the MHSA population in Shasta County.

7. Financing for the development will come from MHSA, the City of Redding (land donation), the proceeds of the sale of tax credits authorized by the California Tax Credit Allocation Committee, and a permanent conventional loan.

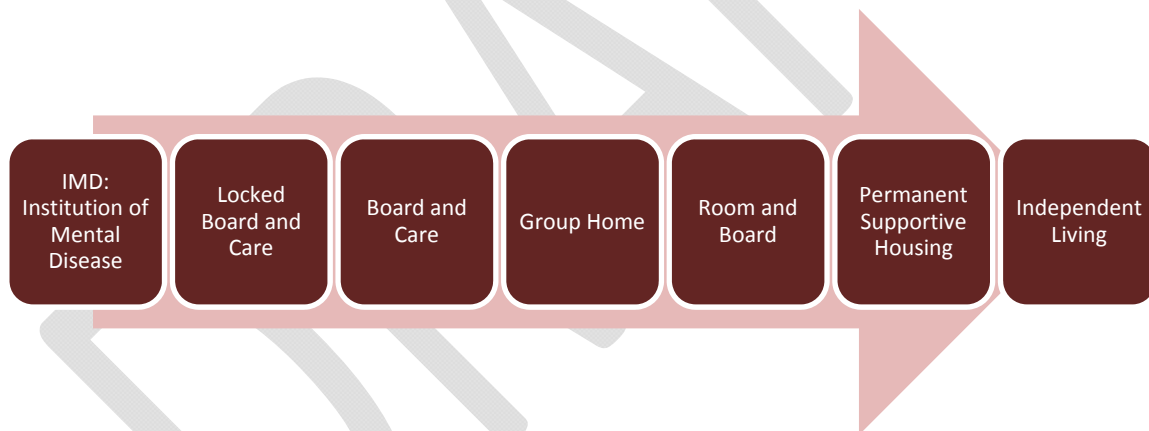
Item D.3 Consistency with the Three-Year Program and Expenditure Plan

Describe how the proposed housing development is consistent with the sponsoring county mental health department's approved Three-Year Program and Expenditure Plan. Provide specific information regarding how the development meets the priorities and goals identified in the Three-Year Program and Expenditure Plan.

Response:

Throughout the stakeholder process for MHSA, housing continually rises to the top as an unmet need for the MHSA population. The Housing Continuum is a Community Services and Supports (CSS) work plan put in place to help address the need for housing for those with a mental illness diagnosis. The primary goal of the Housing Continuum work plan is to assist individuals with a mental illness diagnosis who are homeless or at risk of homelessness by providing access to housing options, both transitional and permanent supportive, in the least restrictive setting as possible.

The Housing Continuum work plan was developed to assess and increase options available to the severely mentally ill in the community.

Housing Continuum

All MHSA planning committees and workgroups that contributed to Shasta County's approved CSS Plan and Annual Updates consistently identify the priorities of increasing housing capacity across the continuum of housing options and supports. These priorities include having geographic accessibility and integration in the community, as opposed to a segregated housing approach which promotes stigma, isolation, and community opposition to supportive housing developments.

The development strategy of SCHHSA is to leverage MHSA funds with other affordable housing funding resources to integrate supportive housing set-aside units within a general population affordable housing project in Redding. In addition, a tiered board and care facility opened in 2016 in the City of Shasta Lake with capacity for transitional and independent living options. Plans are also moving forward for a future MHSA permanent supportive housing development in the eastern area of Shasta County.

The Woodlands development is consistent with the SCHHSA's MHSA CSS Plan as it meets the following housing goals:

- adds much needed units of permanent supportive housing into a service region with a waiting list of more than 100 people for MHSA units,
- promotes self-reliance and independence for mental health consumers and provides immersion of mental health consumers into a multi-family housing community while also introducing them to a variety of community-based support services,
- provides accessible program supports and FSP services to MHSA residents, and
- serves multiple age groups.

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Item D.4 Description of Target Population to be Served

Describe the MHSA Rental Housing Program target population to be served in the development. Include a description of the following:

1. Age group, i.e., adults, older adults, children, transition-aged youth;
2. The anticipated income level of the MHSA tenants; and,
3. A description of the anticipated special needs of the target population to be served, e.g., physical disabilities, chronic illness, substance abuse, prior housing status, etc.

Response:

1. The primary population that will be served in The Woodlands 2 consists of adults with serious mental illness who are homeless or at risk of homelessness and who are eligible to receive intensive supportive services from the FSP program. Age groups to be served include transitional age youth, adults, and older adults.
2. It is anticipated that MHSA tenants will have SSI income of approximately \$910 per month.
3. As is the case with MHSA units at the original Woodlands, it is anticipated that the majority of persons housed at The Woodlands 2 will be single adults. Support will be provided by the program that is most consistent with the needs of the consumer/resident. Since co-occurring disorders are common among FSP members, it is anticipated that there will be a focus on those with co-occurring substance use issues, as well as integration with primary care for chronic illness. Life skills training regarding housing maintenance, social skills, and money management are also special needs of formerly homeless residents adjusting to the responsibilities of self-sufficiency.

Item D.5 Tenant Eligibility Certification

The county mental health department is responsible for certifying the eligibility of individuals, applying for tenancy in an MHSA unit, for compliance with the target population criteria. Submit a narrative description of the following:

1. How an individual applies to the county to become certified as eligible for an MHSA unit;
2. How certification of eligibility will be documented, provided to the individual applicant, and maintained by the county; and,
3. How certification of eligibility will be provided to the property manager/development.

Response:

1. MHSA Housing Program staff will use the existing waiting list for The Woodlands to populate the MHSA units of The Woodlands 2. To apply to be added to this waiting list, a consumer, by themselves or through their mental health service provider, will complete the Letter of Interest form and submit it to the SCHHSA, MHSA Housing Program (see Attachment H, Letter of Interest).

2. MHSA Housing Program staff will work with the mental health service provider to complete the MHSA Housing Program Referral Form. The referral form will be used to determine eligibility to the MHSA Housing Program (see Attachment I, MHSA Housing Program Referral).

Mental health service providers will be required to assist in the verification that referred individuals are eligible to the MHSA FSP program and that access to on-site supportive services is recommended in order to maximize housing stability and success at self-sufficiency. Eligibility criteria for MHSA Housing are:

- i) Applicants must meet the low-income requirement; and
- ii) Applicants must be eligible for MHSA FSP services (an adult with serious mental illness or a child with severe emotional disturbance; and are homeless, or at-risk of homelessness, hospitalization, or incarceration; and are un-served or underserved individuals who are eligible to receive FSP intensive services and supports).

The MHSA Housing Program shall review each Letter of Interest, confirm eligibility, and certify the applicant to the centralized housing waiting list of persons that have been certified for MHSA housing eligibility. The MHSA Housing Program is responsible for maintaining the wait list for referral to The Woodlands.

During the review process, MHSA Housing Program staff shall meet together with the proposed tenant and the mental health service provider to discuss the consumer's housing needs and to outline the MHSA Housing Program. If there are no current vacancies available to meet the consumer's housing needs, they will be placed on the waiting list. MHSA Housing Program staff will notify the consumer, both verbally and in writing, of the placement on the waiting list. Should the prospective resident be on the waiting list for longer than 30 days, eligibility will be re-certified prior to referral to The Woodlands.

3. MHSA Housing Program staff will provide The Woodlands property management with the names of certified MHSA applicants from the waiting list. The Woodlands property management is responsible for leasing the MHSA units and for creating a general awareness in the community about the availability of

affordable and supportive housing units. Upon notification from The Woodlands property management of an MHSA unit becoming available, the MHSA Housing Program staff will notify The Woodlands property management, in writing, of the prospective tenant's eligibility for MHSA housing. The Woodlands property management will review all applicants based on standard Fair Housing policies and provisions.

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Item D.6 Tenant Selection Plan

Provide a tenant selection plan, specific to the proposed development, that describes the following:

1. How prospective tenants will be referred to and selected for MHSA units in the development;
2. The tenant application process;
3. The procedure for maintaining the wait list;
4. The process for screening and evaluating the eligibility of the prospective MHSA tenants;
5. The criteria that will be used to determine a prospective MHSA tenant's eligibility for occupancy in the development;
6. The appeals process for individuals who are denied tenancy in an MHSA unit; and,
7. The reasonable accommodations policies and protocols.

NOTE: The Department's approval of the MHSA Housing Application does not ensure that the Tenant Certification/Referral Process is compliant with state and federal fair housing laws. Please seek legal counsel to ensure that the Tenant Certification/Referral Process complies with state and federal fair housing laws.

Response:

1. Prospective tenants who may be eligible for MHSA will be referred by:
 - Self-referral,
 - SCHHSA program staff or other mental health service provider, or
 - The Woodlands property management, upon a determination that the applicant may meet MHSA supportive housing eligibility criteria.
2. To be considered for MHSA supportive housing units, prospective tenants must complete the Letter of Interest to the MHSA Housing Program (Page 2 of the Letter of Interest form outlines the eligibility criteria and application process). MHSA Housing Program staff will review all referrals and applicants for satisfaction of the requirements and eligibility to occupy an MHSA unit.

Upon completion of the review, MHSA Housing Program staff will confirm the applicant's eligibility for MHSA housing. MHSA Housing Program staff will then meet with the prospective tenant and the mental health service provider to discuss the consumer's needs and housing preferences. Selection for residency will be based upon the compatibility of the project with the consumer's choices, and preferences and ability to support the consumer's wellness, recovery, and resiliency goals. If a unit is unavailable for an applicant who is certified as eligible for MHSA housing, the applicant will be placed on the wait list.

Applicants for MHSA Housing units who meet the eligibility shall be encouraged, but not required, to enroll as participants of the FSP program. As enrollees, prospective applicants would have the benefit of intensive supportive services that would assist them in being successful in their application to The Woodlands and their efforts to attain housing stability.

As the project nears completion, the MHSA Housing Program will be responsible for referring certified applicants to The Woodlands property management to continue the resident selection process. All prospective tenants will be provided with a standard application form by The Woodlands property

management, who will then process the application and will uniformly apply its procedures for conducting a consumer credit and/or investigative report on all applicants, including those referred by the MHSA Housing Program, in accordance with Fair Housing laws. MHSA Housing Program staff will provide any necessary assistance to the applicant during this process.

3. The names of applicants who are eligible for MHSA housing will be placed on the MHSA Housing Program's waiting list, which will include date of receipt of their Letter of Interest by the MHSA Housing Program, information about the consumer's needs and preferences, and whether the person is currently engaged in FSP services. MHSA Housing Program staff will notify the applicant, both verbally and in writing, of being placed on the waiting list. The waiting list for all applicants certified to be eligible for tenancy in the MHSA housing project will be maintained by the MHSA Housing Program. The waiting list will exist in hard copy and an electronic version and is available for inspection. It will be reviewed and revised to reflect housing placements, changes in a consumer's housing preferences, changes in consumer's eligibility for MHSA housing units, and other information.

During the review process, MHSA Housing Program staff shall meet with the proposed tenant and the mental health service provider to discuss the consumer's housing needs and to outline the MHSA Housing Program. If there are no current vacancies available to meet the consumer's housing needs, they will be placed on the waiting list. MHSA Housing Program staff will notify the consumer, both verbally and in writing, of the placement on the waiting list. Should the prospective resident be on the waiting list for longer than 30 days, eligibility will be re-certified prior to referral to The Woodlands.

4. Mental health providers must certify that a consumer satisfies the eligibility for supportive housing units. As noted above, the second page of the Letter of Interest outlines the MHSA Housing Program eligibility criteria and application process.

Additionally, as described above, MHSA Housing Program staff will evaluate the applicant's Letter of Interest and referral through consultation with both the applicant and the mental health provider. The goal of this consultation is to review/verify information provided, determine eligibility, and to ensure that the applicant clearly understands the program, the application, and the wait list processes.

To be eligible for an MHSA unit at The Woodlands, an applicant must:

- meet the low income requirement (at or below 30% of Area Median Income)
AND
 - be eligible for MHSA FSP services: an adult with serious mental illness or a child with severe emotional disturbance; who are homeless, or at-risk of homelessness, hospitalization, or incarceration; and are un-served or underserved. "At risk" may be supported by a history of more than one hospitalization or incarceration within the last 12 months and is related to symptoms of his/her mental health disorder.
5. To determine a prospective MHSA tenant's eligibility for occupancy at The Woodlands, MHSA Housing Program staff will ensure the person meets the criteria listed in item 4. Among those who meet this criteria, preference is given to people currently engaged in FSP services. If multiple people fit this criteria, preference is given to the person whose application was received first. This applicant, with the help of MHSA Housing Program staff, will complete The Woodlands' application for tenancy and submit it to The Woodlands property management. The prospective resident will be notified directly by The Woodlands' property management of the results of their application, in writing, within 72 hours of determination utilizing a Notice of Eligibility (NOE) sent to the applicant. Copy of the Notice of Eligibility will also be sent to the MHSA Housing Program at the same time. MHSA Housing Program staff shall notify the mental health service provider of application results.

6. If an application for tenancy is not accepted by The Woodlands property management, MHSA Housing Program staff and the mental health service provider will ensure that the consumer understands his or her right to appeal and provide assistance in preparing, submitting, and presenting an appeal to the property management company, particularly if it is believed that the provisions of reasonable accommodation apply. MHSA Housing Program staff have been trained in the Fair Housing tenant selection and appeals policies and procedures established by The Woodlands property management, and can assist prospective tenants in appealing a denial or requesting reasonable accommodation. Legal Services of Northern California and City of Redding Housing Authority will be utilized as resources to provide consultation and technical assistance to the MHSA Housing Program staff and consumers to ensure equal and fair access to housing.
7. Some prospective MHSA tenants will likely come with a multitude of situations and backgrounds which might require reasonable accommodation. These include poor tenancy history, criminal convictions, substance use issues, and behavioral and physical health illnesses. The tenant selection process will focus on an applicant's current behavior and their ability to meet the terms of tenancy.

It is the developer/owner's policy to make every reasonable effort to accommodate individuals with special needs so that they are able to receive services adequately and comfortably. The accommodations may include, but are not limited to, requirements related to visual, audio, language, ergonomic, physical, psychiatric, and other medical needs. These accommodations may be offered to any individual who requires them and who would otherwise not be able to access services in this particular environment.

Upon initial screening by Shasta County Health and Human Services Agency Housing Program staff, any prospective tenant needs that might require accommodation will be identified and discussed with both the tenant and the property management. Prior to tenancy, a reasonable accommodation plan will be set and agreed upon by all parties involved.

It is the intent of this policy to create a service delivery environment which is respectful of all people's differences and special needs and to make all reasonable accommodations in order to welcome diverse perspectives. It is also our intent to make these accommodations in a timely and efficient manner so that minimal impact is felt by all parties involved.

Should an applicant be denied tenancy, they have a right to appeal (Reference Section D.6, Tenant Selection Plan - 6. Appeals process for individuals who are denied tenancy).

Item D.7 Supportive Services Plan

NOTE: A tenant's participation in supportive services may not be a condition of occupancy in MHSA units.

Describe the development's approach to providing supportive services to MHSA tenants. The following information should be provided:

1. A description of the anticipated needs of the MHSA tenants;
2. The supportive service provider's initial and ongoing process for assessing the supportive service needs of the MHSA tenants;
3. A description of each service to be made available to the MHSA tenants, to include where and how the service will be delivered, the frequency of the service delivery and identification of the service provider. A description of the available services and supports should include, but not be limited to:
 - a) Mental health services
 - b) Physical health services (including prevention programs)
 - c) Employment/vocational services
 - d) Educational opportunities and linkages
 - e) Substance abuse services
 - f) Budget and financial training
 - g) Assistance in obtaining and maintaining benefits/entitlements
 - h) Linkage to community-based services and resources
4. Indicate whether or not there will be an onsite service coordinator, and include the ratio of onsite staff to MHSA tenants. If there is no onsite service coordination, provide a description of service coordination for the development;
5. A description of how services will support wellness, recovery and resiliency. It is anticipated that the supportive services plan for the development will include services that are facilitated by peers and/or consumers. If this is not part of your service delivery approach, please provide an explanation;
6. A description of how the MHSA tenants will be engaged in supportive services and community life. Include strategies and specific methods for engaging tenants in supportive services and the frequency of contact between supportive services staff and MHSA tenants. This description should also include the identification of staff (the responsible service provider) and specific strategies for working with MHSA tenants to maintain housing stability and plans for handling crisis intervention;
7. If the Development is housing for homeless youth, provide a description of services to be provided to meet the unique needs of the population including engagement strategies and peer involvement. In addition, provide a description of how transition-aged youth MHSA tenants will be assisted in transitioning to other permanent housing once they reach 25 years of age;
8. Supportive services must be culturally and linguistically competent. Describe how services will meet this requirement including, when necessary, how services will be provided to MHSA tenants who do not speak English and how communication between the property manager and the non-English speaking MHSA tenants will be facilitated;
9. Describe the process to ensure effective communication between the service provider and the property manager regarding the status of MHSA tenants in the development and any other issues regarding the development, including but not limited to regularly scheduled meetings and

the identification of a single point of contact for communication and coordination of supportive services; and,

10. Describe the plan for developing "house rules" and **provide a copy of any rules** that may be in place at initial rent-up; (**Please label and attach as "House Rules"**).

Response:

1. MHSA residents may have common and unique needs. Common needs tend to be in the areas of developing the self-sufficiency skills that will assist them to maintain housing. Areas of historical difficulty include social skills that enable tenants to be respectful and responsible "good neighbors" to other tenants in the project; housekeeping skills to ensure that the tenant is able to maintain his or her unit in a safe and healthy manner; budgeting skills to manage very limited resources in order to fund both housing, household and personal needs; illness management skills so that the tenant can successfully respond to life emergencies and/or the re-emergence of psychiatric symptoms; and for those with co-occurring substance abuse disorders, sober living skills. Unique needs will depend on the individual's goal(s), such as vocational or educational aspirations. An individual's relationship with family members and an individual's unique cultural background may also impact needs.
2. All FSP enrollees receive at least an annual assessment of needs and semi-annual review of their recovery goals and plans. Since the needs of the FSP program participants seem to evolve quickly, the more common practice is continuous monitoring to address the individual's changing needs. FSP programs include consumer-driven treatment planning and goal setting, as well as Wellness Recovery and Action Planning (WRAP) which seeks to actively engage participants in developing their recovery goals and working their plan. In addition, celebrating success is a core value of recovery-based programs. As a result, program members closely monitor needs, progress, success, and goal setting on a continuous basis. The cornerstone of providing FSP services is a "whatever it takes" service mentality in facilitating the FSP's growth and maintaining their wellness and recovery.
3. A description of each service that have been made available to the MHSA tenants, including where and how the service is delivered, the frequency of the service delivery, and identification of the service provider, is presented below:
 - a. Mental Health Services: Mental health services are provided both on-site at The Woodlands and at the SCHHSA community mental health building, which is located approximately 1-1/2 mile from The Woodlands. Services include case management, clinical support, crisis management, medication support, co-occurring disorder treatment, and nursing support. PSCs provide case management services on-site and coordinate other mental health services as needed. A Peer Support Specialist is also on site every weekday for support. Crisis services are provided through the Crisis Residential and Recovery Center and are available 24/7. One of the primary case management services provided is linkage to those community-based services which assist MHSA tenants with reaching their recovery goals and maintaining their housing. Case management services include access to funding which provides ancillary purchases such as groceries, household items, social skill-building activities, etc.
 - b. Physical Health Services (including prevention programs): Physical health services are closely coordinated with each resident's primary care provider. SCHHSA has a contractual agreement with Shasta Community Health Center (SCHC), a Federally Qualified Health Center in Redding, which provides primary health care in the community. As FSP members have access to SCHC or other primary care providers in the community, the PSC helps ensure coordination of care for both behavioral and physical health care needs. On-site nursing services are provided to assist in the monitoring and coordination of care. Health and wellness classes help residents enhance their relationship skills as they relate to personal and public interaction, communication, cooperation, personal responsibility, self-control,

empathy, assertiveness vs. aggressiveness, pre-crisis intervention, emotional support, and cleanliness and hygiene assessments.

- c. Employment/Vocational Services: CalWORKs and the Opportunity Center are among the vocational programs offered by SCHHSA, and the Personal Service Coordinator and Peer Support Specialist have ready access to provide linkages to those and other appropriate employment and vocational resources as needed.
- d. Educational Opportunities and Linkages: Various life skills program are provided on-site by Northern Valley Catholic Social Service and are available to all residents of The Woodlands. The programs include many classes and activities focused on maintaining housing, stability, and wellness and recovery.
- Adult education instruction includes computer skills workshops, GED instruction and tutoring, and job readiness skills such as resume building, job retention, and networking with community resources to promote employment opportunities.
 - After-school activities and classes tailored for youth include homework assistance, tutoring, and assistance that will provide study tools and enhance study skills. The Woodlands is walking distance from Juniper School, and the principal has already been an active participant in ensuring a strong connection between school and home for students who live at The Woodlands.
 - Triple P – Positive Parenting Program services are provided for parents wishing to enhance their parenting skills.
- e. Substance Abuse Services: Alcoholics Anonymous and Narcotics Anonymous meetings will be held on site, and the Personal Service Coordinator, Peer Support Specialist and onsite case manager provide linkages to other appropriate recovery programs and resources as needed.
- f. Budget and Financial Training: Financial literacy workshops teach what a budget is and why it's important to have and use one. Participants will learn how to open a bank account, complete an income/expense comparison, learn to reduce expenses, and budget for the week/month. Income tax preparation provides support and assistance in the completion and filing of tax returns.
- g. Assistance in Obtaining and Maintaining Benefits/Entitlements: In addition to mental health services, SCHHSA provides many social services. Where needed, PSCs will provide linkage and application assistance for services including In-Home Support Services (IHSS), Adult Protective Services, Public Guardian, and Representative Payee. Staff will also assist with assessment of government and insurance entitlements, including referrals to advocates for Social Security Income and other government entitlements when appropriate. Assistance will be provided in completing and submitting documentation necessary to obtain benefits.
- h. Linkage to Community-Based Services and Resources:
- Wellness and Recovery Services: Wellness and recovery services are provided through the Olberg Center, a community-based MHSA wellness center. Personal Service Coordinators help facilitate a relationship between the MHSA tenant and the Olberg Center and assist the MHSA tenant in participation. The Olberg Center provides many services including life skills training, peer support, volunteer opportunities, employment readiness resources, connection to community-based resources, social engagement and interactive activities, alcohol/substance use support groups, WRAP classes, and many others.
 - Individual and Family Peer Support: Individual and family peer support is provided on-site by the SCHHSA Peer Support Specialist. Support for the families of those individuals who have a mental illness is provided by the National Alliance on Mental Illness (NAMI), Shasta County. NAMI provides services at the Olberg Center and is also available for in-home services and education.
 - Transportation: The Woodlands is approximately 1.5 miles from many Health and Human Service Agency branches, including the community mental health building. The Woodlands is located very near a bus stop for the Redding Area Bus Authority (RABA). In addition to

regular bus routes, RABA also provides on-demand door-to-door services for those who require transportation accommodations. For MHSA tenants to maintain independent living and thrive within the community, some tenants will require education on using the bus system, while others will require access to Bus Passes. When necessary, Case Management services will include transportation to and from physical and behavioral health appointments, as well as other required services within the community.

4. A SCHHSA Personal Services Coordinator is the case manager for all MHSA clients at The Woodlands. The PSC provides services on-site Monday through Friday, 8:00 a.m. to 5:00 p.m. and helps MHSA tenants in meeting their recovery goals. The PSC also works with MHSA tenants to resolve any landlord/tenant issues that may pose a threat to the tenant's ongoing residency. With the addition of the 5 additional MHSA units proposed in this plan, the staff-to-resident ratio would be 1 to 19, with the Peer Support Specialist providing additional support and SCHHSA's Access Team providing additional case management and crisis service as needed. MHSA residents of The Woodlands also have 24/7 support from HHSA crisis staff to address any off-hour crisis needs.
5. While clients choose their level of participation, FSP program staff has found that activities that include involvement of peers are effective in creating a community where wellness, recovery, and resiliency can thrive. The Peer Support Specialist has demonstrated her effectiveness in engaging even the most cautious program members to participate in program and community activities. On-site activities are developed in partnership with needs and goals identified by residents individually and during community meetings. Incentives and celebrations have also been very effective in empowering clients to recognize their progress, skills, and strengths. As clients' growth toward self-sufficiency progresses, they seek to become further involved by volunteering, mentoring, and/or actively working on their own educational/vocational development.
6. The Personal Service Coordinator and Peer Support Specialist facilitate regular on-site resident-directed community meetings and celebrations of wellness to acknowledge individual clients' successes in their planned and unplanned goals and achievements. Residents are also encouraged to participate in educational and social activities available on-site through Northern Valley Catholic Social Service, as well as participating in activities that restore meaningful community participation through participation at the Olberg Center. Examples of these activities include the pursuit of educational and/or vocational goals and various types of volunteer activities.

SCHHSA has one full-time equivalent Personal Service Coordinator who supports the MHSA clients at The Woodlands, though case managers from the SCHHSA's Children's Services and Adult Services branches can be called into service when needed. HHSA Program Coordinator supervisors, in partnership with MHSA Housing Program staff, have oversight responsibility to ensure that all MHSA residents receive the on-site support needed to maximize their potential for success.

When tenants move into The Woodlands, staff immediately begin working to engage them in establishing a resident community. Essential to engagement is peer-to-peer facilitation and resident-driven community building activities. MHSA resident meetings occur weekly and include some type of social event along with a topic related to wellness and recovery. The activities are facilitated by a PSC and a Peer Support Specialist or MHSA Volunteer. These employees work to foster individual supportive relationships with each tenant and to ensure that needed individual services are received from service providers. MHSA tenants have access to 24/7 crisis support.

7. The Woodlands is a multi-family project that is not limited to youth. Transitional age youth residents are able to continue residency beyond the age of 25.
8. Shasta County's population is 81% White Non-Hispanic, 9% Hispanic or Latino, 3% Asian, 2% Native American Indian, and 4% other, and the threshold language is English. For all services provided through SCHHSA, including those through the MHSA Housing Program, special consideration is given to accommodate the needs of cultural and ethnic minorities. SCHHSA provides interpreter services arranged through the PSC to all MHSA tenants and all prospective MHSA tenants throughout their relationship with the

MHSA Housing Program. The PSC is a resource for the property manager to effectively communicate any issues to MHSA tenants.

9. The PSC, with support from MHSA Housing Program staff, has primary responsibility for proactive collaboration with The Woodlands' property manager to address any building, landlord-tenant, or Fair Housing issues. HHSA crisis services staff provide property management personnel with 24/7 on-call support to assist in resolving any urgent landlord-tenant issues or problems. HHSA crisis services staff ensures the on-site PSC is aware of any issues that arise afterhours. The PSC is the main point of contact for the property manager in resolving landlord/tenant issues or concerns. Should any conflicting needs/desires of both the landlord and MHSA tenant arise that the PSC cannot resolve, MHSA Housing Program staff with assistance from the Program Coordinator supervisor will attempt to resolve the issue. The PSC and property manager have already established a strong and mutually supportive working relationship that relies upon open communication. There is also a strong working relationship between the leadership teams that govern the property manager and SCHSA.
10. As with all tenants, there are obligations for tenancy. Because the first phase of The Woodlands opened to tenants in May 2017, house rules have already been established. Prior to move-in, each tenant is given a copy for review and signature of the Good Neighbor document (Attachment J) which outlines their obligations and what it means to be a "good neighbor." When a tenant violates a house rule, the property manager and/or PSC talks directly with that tenant to issue a reminder about the rule and expectations for remediation of the violation.

Item D.8 Supportive Services Chart (Attachment C)

Submit the Supportive Services Chart (**Attachment C**). The Chart must list all services that will be provided to MHSA tenants, including any in-kind services essential to the success of the Supportive Services Plan.

DRAFT

Item D.9 Design Considerations for Meeting the Needs of the MHSA Tenants

Describe the following:

- 1 Physical space, including common areas, outdoor areas, landscaping, physical access to the property, security;
- 2 Supportive services space (if any), including any quiet area on site for tenants to meet service staff;
- 3 How the MHSA units will be designed to provide appropriate accommodations for physically disabled MHSA tenants, if appropriate.

Response:

1. The Woodlands contains extensive open space, ample common area space, and attractive amenities. The 20 units (5 for MHSA clients) proposed herein will supplement the 55 units of housing in two-story garden-style walk-up buildings with approximately 8 units in each building. Units are a mix of one-, two-, and 3-bedroom apartments, including an on-site manager's unit. A portion of the site is currently a seasonal wetland. The development includes plenty of connectivity for those traveling on foot or by bicycle. The development has a multi-purpose community room with computers for classes, which is available for residents to reserve for activities, parties, and other events. The park-like grounds feature raised vegetable garden beds, a tot-lot playground, and a swimming pool with splash pad for young children.

Common area security cameras are located throughout the community. Access to the property is restricted by a perimeter fence and a gated site entry. The apartment community includes 24-hour on-site management, automobile entry gates, perimeter fencing and pedestrian gates.

2. The development provides a secure, confidential space for supportive services staff to meet with project residents who are participants in the MHSA Housing Program. There are numerous areas throughout the project that allow for outdoor meetings of small groups and quiet locations for rest and relaxation.
3. The Woodlands 2, like the original development, will comply with all applicable local, state and federal requirements to accommodate the needs of any MHSA residents who are also physically disabled. The Woodlands 2 will comply with Chapter 11A of the California Building code to provide for 5% of the ground floor units to be accessible with all of the ground floor units being adaptable. In accordance with regulations, 10% of the units at The Woodlands will meet ADA full accessibility requirements, including roll-in showers and ADA sinks. The project includes handicap parking and access ramps as required in order to ensure accessibility to persons with mobility impairments.

Item D.10 Summary and Analysis of Stakeholder Input

Submit documentation of the 30-day Local Review Process, including:

1. Dates of the 30-day public review and comment period;
2. A description of the methods used to circulate the Project Overview and Items D.1 through D.8 for the purpose of public comment; and,
3. A summary and analysis of any comments received, and a description of any changes made as a result of public comment.

Response:

1. A 30-Day Public Comment Period will be opened on April 16, 2018. On June 6, 2018, the Shasta County Mental Health, Alcohol and Drug Advisory Board (MHADAB) will close the public comment period and hold a Public Hearing. At the conclusion of the hearing, the Board will decide whether to recommend the Shasta County Board of Supervisors approve of the MHSA Permanent Supportive Housing plan during its June 12, 2018, meeting.
2. Public Notice will be posted in the Record Searchlight during the public comment period and on the Shasta County, the Shasta County Health and Human Services Agency, and Shasta County Mental Health Services Act websites. The Public Notice provided information on the availability of the MHSA Permanent Supportive Housing plan. The plan was made available upon request, through the websites referenced above, and at several locations throughout Shasta County.

Item D.11 DMH Outcome Reporting Requirements (Attachment D)

This form must be completed by the County Mental Health Department, verifying the County's commitment to comply with outcome reporting requirements for the MHSA Rental Housing tenants.

DRAFT

**Item D.12 County Mental Health Sponsorship and Services Verification Form
(Attachment E)**

This form must be completed by the County Mental Health Department, verifying the County's commitment to provide supportive services to this development.

DRAFT

Item D.13 Primary Service Provider Experience Serving Target Population

The primary service provider must demonstrate that they have experience in successfully delivering services to tenants with serious mental illness. Describe general experience, and if applicable, identify and describe all developments in which the primary service provider has provided supportive services to tenants with serious mental illness. For each development, include the following:

1. Name of the development;
2. Number of units targeted to tenants with serious mental illness;
3. Services provided; and
4. Period of time during which the primary service provider delivered services to the developments' tenants.

NOTE: If the County Mental Health Department has not designated a primary service provider at the time of the initial application submittal, the County will be considered the primary service provider. An updated submission reflecting the final identification of a service provider along with the proposed provider's experience and qualifications must be submitted for approval not less than 45 days prior to initial rent-up.

Response:

1. The Woodlands was the first MHSA Permanent Supportive Housing project in Shasta County, and the primary service provider was the Shasta County Health and Human Services Agency (SCHHSA). For reference, the proposed development would be an addition to this one.
2. The Woodlands is a 55-unit project, of which 19 units are MHSA units. This proposal would add a 20-unit building, which would include 5 one-bedroom MHSA units.
3. The Woodlands provides (or provides linkages to) mental health services, physical health services, employment/vocational services, educational opportunities, substance abuse services, budget and financial training, benefits/entitlements, and other community based services and resources. These are described in more depth in Item D.7.
4. The primary service provider for MHSA tenants of The Woodlands is the Shasta County Health and Human Services Agency (SCHHSA), which has been providing supportive services to adults with serious mental illness and children with serious emotional disturbance since 2006 through its Full Service Partnership program. The Woodlands has been in operation since May 2017, so SCHSSA has already amassed nearly a year of experience with delivering permanent supportive services in a housing development.

Item D.14 County Fair Housing Certification (Attachment F)

This form must be completed by the County Mental Health Department, certifying the County's compliance with local, state, and federal fair housing laws.

DRAFT

Item D.15 Draft Memorandum of Understanding

If available at time of application, submit a draft of the Memorandum of Understanding (MOU) between the borrower, the primary service provider(s), the property management agent, and the County Mental Health Department. The MOU should document the following:

1. The roles and responsibilities of each partner;
2. Each partner's willingness to enter into a contract to carry out those roles and responsibilities (including provision of supportive services and property management services);
3. How all reporting requirements will be met;
4. How privacy and confidentiality requirements will be met; and,
5. Procedures for ongoing communication and decision-making between the property management agent and the primary service provider to assist MHSA tenants in maintaining housing stability.

NOTE: A fully executed MOU acceptable to CalHFA and DMH must be submitted not less than 45 days prior to initial rent-up.

The DRAFT MOU between Shasta County Health and Human Services Agency and PC Redding Apartments is attached. See Attachment K.

Item D.16 Supportive Services Budget Form and Budget Narrative (Attachment G)

Complete the Supportive Services Budget Form and Budget Narrative (**Attachment G**). The budget must depict both the expenses and sources of revenue for the costs associated with the delivery of supportive services to the development. Additionally provide a budget narrative that includes the staffing ratio for the Supportive Services Plan.

NOTE: Both of these items must be submitted for approval not less than 45 days prior to initial rent-up.

DRAFT

Supportive Services Chart

List all the services to be provided to MHSA tenants in the MHSA Rental Housing Development, including any in-kind services essential to the success of your Supportive Services Plan. Add additional lines to the Supportive Services Chart as needed.

Supportive Service		Target Population	Service Provider(s)	Service Location
List each service separately (e.g., case management, mental health services, substance abuse services, etc.)		Name the target population(s) that will be receiving the supportive service listed.	List the name of the proposed service provider.	Indicate where the service is to be provided - onsite or offsite. For offsite services, indicate the means by which residents will access the service.
1	Case Management/FSP Services	All MHSA Tenants	Shasta County Health and Human Services Agency	On-site
2	Clinical Services	All MHSA Tenants	Shasta County Health and Human Services Agency	On-site; off-site at 2640 Breslauer Way, Redding
3	Nursing Services	All MHSA Tenants enrolled in FSP Program, as needed	Shasta County Health and Human Services Agency	On-site and off-site at 2640 Breslauer Way, Redding
4	Wellness and Recovery Services	All MHSA Tenants	Shasta County Health and Human Services Agency, Olberg Wellness Center	On-site; off-site at 2640 Breslauer Way, Redding and 2757 Churn Creek Road, Redding
5	Social Services	All MHSA Tenants	Shasta County Health and Human Services Agency	On-site and off-site at 2640 Breslauer Way, Redding
6	Life Skills Program	All MHSA Tenants	Northern Valley Catholic Social Service	On-site
7	Peer Support	All MHSA Tenants	Shasta County Health and Human Services Agency, Olberg Wellness Center	On-site; off-site at 2640 Breslauer Way, Redding and 2757 Churn Creek Road, Redding
8				
9				
10				

Primary Service Provider:	Shasta County Health and Human Services Agency
----------------------------------	--

(Indicate the primary service provider, i.e., entity responsible for providing services to the tenants of the MHSA Housing Program units, and for overall implementation of the Supportive Services Plan, including coordination between multiple service providers where applicable.)

DHCS OUTCOME REPORTING REQUIREMENTS

To the development sponsor: Provide the development information indicated below. This form must be completed by the county mental health department, verifying the County's commitment to comply with outcome reporting requirements for the MHSA Rental Housing tenants.

Development Sponsor: PC Redding Apartments
Primary Service Provider: Shasta County Health and Human Services Agency
Development Name: The Woodlands 2
Development City: Redding, CA
Development County: Shasta

To the county mental health department: Please complete this form. The county mental health director must sign the form certifying that the County will comply with the outcomes reporting requirements for all MHSA Housing Program tenants.

Commitment to Comply:

We commit to providing the timely submission of all required outcomes reporting to the California Department of Mental Health specific to this application for the duration of the State loan for tenants of the supportive housing development described above.

I hereby certify under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for this County, that this development does not result in the supplantation of funds as set forth in Welfare and Institutions Code Section 5891, and that to the best of my knowledge and belief all statements on this form are true and correct.

Signature: County Mental Health Director
Dated: _____
Agency or Department: Shasta County Health and Human Services Agency
Agency or Department Address: 2615 Breslauer Way, Redding, CA 96001
Agency or Department Phone: 530-225-5899

**County Mental Health Sponsorship and Services
Verification Form**

To the development sponsor: Provide the development information indicated below. This form must be completed by the county mental health department, verifying its commitment to provide supportive services to this development.

Development Sponsor: PC Redding Apartments
Primary Service Provider: Shasta County Health and Human Services Agency
Development Name: The Woodlands 2
Development City: Redding, CA
Development County: Shasta

Name of verifying county mental health department:

Shasta County Health and Human Services Agency

To the county mental health department: Please complete the remainder of this form. The county mental health director must sign the form certifying that services will be provided as stated:

Commitment to Provide Supportive Services

We commit to provide supportive services as described in the final approved service plan specific to this application for the duration of the State loan for tenants of the supportive housing development described above. The approved supportive services plan is an update to our Three-Year Program and Expenditure Plan for the Community Services and Supports component. We further commit that providing supportive services for this development will be a priority use for county mental health services funds.

I hereby certify under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for this county, that this development does not result in the supplantation of funds as set forth in Welfare and Institutions Code Section 5891, and that to the best of my knowledge and belief all statements on this form are true and correct.

Signature:

County Mental Health Director

Dated:

Agency or Department:

Shasta County Health and Human Services Agency

Agency or Department Address:

2615 Breslauer Way, Redding, CA 96001

Agency or Department Phone:

530-225-5899

**County Fair Housing Certification**

Directions: This form is to be completed and signed by the County Mental Health Director.

I hereby certify that I am the official responsible for the administration of Community Mental Health services for my County and a co-applicant for MHSA Housing Program funds for The Woodlands 2 project and that I am aware of the following:

- That CalHFA is not reviewing this application for compliance with federal fair housing laws including without limitation the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 which may apply to the Developments.
- That federal and state fair housing law, including without limitation the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, apply to the Developments and may affect occupancy restrictions imposed by the MHSA Housing Program.
- That changes in or interpretations of federal or state law or regulations, including fair housing, may result in CalHFA making necessary changes to the MHSA loan documents to ensure compliance.
- Unless required by DHCS, such changes made to the MHSA loan documents by CalHFA will not trigger an early loan payoff of either principal or accrued interest request from CalHFA.

I hereby certify under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for this county, and that to the best of my knowledge and belief all statements on this form are true and correct.

Signature:

County Mental Health Director

Dated:

Agency or Department:

Shasta County Health and Human Services Agency

Address:

2615 Breslauer Way, Redding, CA 96001

Phone:

530-225-5899

County: Shasta

Housing Development: _____

Months of Operation: 12

Fiscal Year: 18/19

of MHSA Units: 5

Service Cost per Unit per Year: \$0

Overall Staff/Client Ratio: _____

On-site Staff/Client Ratio: _____

MOU Current: ☐ (If changes have been made to MOU please attach current version.)

<i>See budget notes in narrative</i>		CSS Work Plan #	Client, Family Member, Caregiver Support Expenditures	Personnel Expenditures	Operating Expenditures	Non-recurring Expenditures	In Kind Services	Total
A. Fund Sources								
1.	County - MHSA Funds		\$0	\$0	\$0	\$0	\$0	\$0
2.	County - Non-MHSA Funds (Add lines as necessary)							\$0
3.	Other (Add lines as necessary)							\$0
4.	Total Proposed Expenditures		\$0	\$0	\$0	\$0	\$0	\$0

Prepared by: Ted Rios 4/13/18

Phone Number: 530-225-5924 Date

SIGNATURE, County Mental Health Director Date

Name: _____

Phone Number: _____

SIGNATURE, Primary Service Provider Date

Name: _____

Phone Number: _____

SIGNATURE, Developer Date

Name: _____

Phone Number: _____

State DHCS Approval	
Signature	Date

BUDGET NARRATIVE

A. Client, Family Member & Caregiver Support Expenditures (annual amounts incurred on client, family member and caregiver support expenditures such as clothing, food, hygiene, travel and transportation, employment and education supports)

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Clothing	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Food	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Hygiene	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Travel/Transportation	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Employment	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Education	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Other (list)	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA

TOTAL (amount listed on the budget form for Client, Family Member & Caregiver Support Expenditures): \$0.00

B. Personnel (annual amounts incurred on personnel associated with the Supportive Services, including all anticipated salaries, wages and fringe benefits)

POSITION TITLE	HOURS	ANNUAL WAGES	ANNUAL BENEFITS (%)	ANNUAL TOTAL	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Case Manager \$62,785	40			0.00	County-MHSA
Peer Support Specialist \$45,085	40			0.00	County-MHSA

TOTAL (amount listed on the budget form for Personnel): \$0.00

Hours: Indicate the number of hours per week for each position.

Benefits: Indicate the percentage of Employee Benefits for each staff. This includes FICA, unemployment insurance, workers' compensation, and health insurance. List total Employee Benefit Package costs for each staff position.

Total: Add the benefit dollar amount to the salary dollar amount to arrive at the combined salary/benefit for each classification.

EXAMPLE: Service Coordinator Salary: \$4000 mo. X 12 mos. = \$48,000

Employment Benefits: 26% X \$48,000 = \$12,480

Total salary and benefits: \$48,000 + \$12,480 = \$60,480

C. Operating Expenditures (annual amounts incurred on all operating costs such as professional services, translation and interpreter services, travel and transportation, training, general office expenditures, rent, utilities, equipment, and medication supports)

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Professional services	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Translation/Interpreter	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Travel/Transportation	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Training	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Office expenditures	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Rent	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Utilities	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Equipment	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Medication supports	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Other (list)	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA

TOTAL (amount listed on the budget form for Operating Expenditures): \$0.00

D. Non-recurring Expenditures (annual amounts incurred on non-recurring expenditures for the program/service. Examples of non-recurring expenditures could include the cost of vehicles if purchased with MHSA funds or the cost of equipping new employees with all technology necessary to perform MHSA duties (cellular telephones, computer hardware and software, etc.))

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Vehicles	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Technology	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Cell phones	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Computer hardware	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Computer software	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Other (list)	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
TOTAL (amount listed on the budget form for Non-recurring Expenditures):		\$0.00	

E. In-Kind Services (annual amounts contributed for any services that will be provided on an in-kind basis. Examples of in-kind services could include staff time, sponsored events, and donated office/meeting space)

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)		
Sponsored events	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA		
Office space	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA		
Meeting space	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA		
Other (list)	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA		
Staff time (list below):					
POSITION TITLE	HOURS	ANNUAL WAGES	ANNUAL BENEFITS (%)	ANNUAL TOTAL	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
TOTAL (amount listed on the budget form for In-kind services):				\$0.00	



**SHASTA COUNTY HEALTH & HUMAN SERVICES AGENCY
MENTAL HEALTH SERVICES ACT, PERMANENT SUPPORTIVE HOUSING
PROGRAM**

Interest Form: The Woodlands, Polk Street, Redding, CA

Please complete this form if you are interested in applying for tenancy in an MHSA Permanent Supportive Housing unit at the Woodlands and having your eligibility determined.

Applicant Information

Last Name First Name M.I.

Current Address _____

Phone Number _____ E-mail _____

Spouse/Partner Name _____

Number and Ages of Minor Children that Live With You _____

Person for MHSA Eligibility Determination

Name _____ Relationship to Applicant _____

Mental Health Provider Agency _____

Case Manager Name _____ Phone Number _____

Housing Interest

Unit Type (select one):

- ☐ 1-bedroom ☐ 2-bedroom/Family ☐ 2-bedroom/Shared

Housing Type (select one):

- ☐ Affordable Housing – For individuals with limited income who do not feel additional mental health support is needed to assist with maintaining independent living.
- ☐ Affordable Supportive Housing – For individuals with limited income who need rental subsidy AND supportive mental health services to assist in managing activities related to obtaining and maintaining permanent housing.

Applicant Signature _____ Date _____



**SHASTA COUNTY HEALTH & HUMAN SERVICES AGENCY
MENTAL HEALTH SERVICES ACT, PERMANENT SUPPORTIVE HOUSING
PROGRAM**

Referral Form: The Woodlands, Polk Street, Redding, CA

The Woodlands, located on Polk Street in Redding, is a 54-unit apartment complex, of which 19 units are designated for Shasta County Mental Health Services Act (MHSA) Permanent Supportive Housing program eligible individuals and families. There are 14 one-bedroom units and 5 two-bedroom units.

Referral Information

Name of Individual Being Referred _____

Contact Phone Number _____

Residential Address _____

Mailing Address (if different from above) _____

Other Contact Info (e-mail or message phone) _____

Housing Type

Unit Type (select one):

☐ 1-bedroom

☐ 2-bedroom/Family

☐ 2-bedroom/Shared (Transitional Age Youth Only)

Referral Source

☐ Self

☐ HHSA Staff: Name _____ Phone Number _____

☐ Other: Name _____ Phone Number _____

Full Service Partner: Yes ☐ No ☐ Do Not Know ☐

Upon receipt of a completed Referral Form, MHSA staff will contact the individual referred above and schedule an interview to discuss the referral, complete additional forms, and determine eligibility and possible placement on the waiting list. Completed Referral Forms should be sent to:

Shasta County Health & Human Services Agency

Attention: MHSA

2615 Breslauer Way, Redding, CA 96001

or

E-mail: mhsa@co.shasta.ca.us

or

Fax: 530-229-8447

For additional information or questions, please call MHSA at (530)225-3678.

MHSA Permanent Support Housing Program

Being a Good Neighbor

(Your Recover choices)

Having a stable place to live is essential to achieving wellness and recovery. The MHSA Housing Program recognizes how important housing is and wants to support your journey towards recovery by partnering with you to live in safe, comfortable, affordable, and high quality housing. Recovery is only possible when you make choices that will help you achieve your goals. Recovery is also about being responsible for the choices you make. Your Personal Service Coordinator's role is to provide you the support you need on your journey. In order to succeed in your new home you will need to be a "good neighbor."

Being a "good neighbor" can only happen if you are considerate and respectful of other tenants in your apartment complex, including the property manager. Good Neighbors:

- Are considerate of others by avoiding making noise (for example, playing your TV or music) so loud that others outside of your room/unit are negatively impacted by the noise (for example, can't sleep, can't hear their own TV).
- Do not demonstrate behavior that is considered frightening or dangerous (verbal threats, physical violence, public intoxication); and that is observed or heard by others outside of your unit or bedroom.
- Maintain the housing environment so that it continues to be clean and safe, and generally shows respect for yourself and others (for example, keeping your home clean inside and out, not taking property from others [other tenants, the landlord or property manager] and not damaging or abusing the housing unit or common areas).
- Demonstrate respect by taking responsibility for following the apartment complex's rules that apply to all tenants that relate to safety, payment or rent, and use of common areas.

Being a "good neighbor" isn't always easy, especially if you have not been living around others for a while. Your Personal Services Coordinator can help you adjust to your new housing environment and provide you support and training so that you are able to develop life-skills that will help you maintain your housing for the long term.

Some important things for you to remember are:

Violent, aggressive or threatening behavior will probably end your ability to stay in your apartment. The landlord will likely take steps to evict you. Additionally, it may also lead to termination of services from the MHSA Housing Program.

Making the right choices may ensure your continued ability to keep your housing. But if you get off track and are actively trying to make better choices for yourself, your Personal Services Coordinator will make every effort to assist you in re-focusing on your recovery goals.

Remember the key tools and activities that can help you succeed in your new home include:

1. Continue to **actively work with your Personal Services Coordinator** on the goals you have set for yourself so that you can develop the life skills needed for long term self-sufficiency.
2. **Work to be a considerate neighbor or roommate** by following the property management rules for all tenants and avoid upsetting your neighbors by not engaging in loud or disruptive activities (loud TV/music, late night loud guests, etc.)
3. Accept that illegal activity is not allowed; regardless of whether it is in your own apartment or in common areas of the complex.
4. **Be a good neighbor** by not engaging in aggressive, threatening, or intimidating behavior towards others.
5. **Maintain a safe and clean housing environment** by taking care of your housing unit and property, and not damaging or taking the property of the property manager, landlord or others at the housing complex.
6. **Follow the visitation rules of the complex** and do not allow unauthorized residents to live with you.

Your Personal Service Coordinator and the MHSA Housing Program team are committed to supporting you in making healthy choices, especially those that will help you achieve self-sufficiency and stable housing. *Your goal* is to succeed. Our goal is to *help you* succeed.

I have reviewed “Being a Good Neighbor” with my Personal Services Coordinator. I understand that in order to remain eligible for MHSA Permanent Supportive Housing I agree to be held responsible for my choices regarding tenant requirements.

MHSA Tenant Signature

Date

Personal Services Coordinator
Signature

Date

**AGREEMENT BETWEEN
THE COUNTY OF SHASTA
AND
PC REDDING APARTMENTS LIMITED PARTNERSHIP**

THIS AGREEMENT, herein after referred to as Agreement, is entered into by and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”) and PC Redding Apartments Limited Partnership (“PCRA”), a California Limited Partnership, (collectively, the “Parties” and individually a “Party”), for the management of 5 housing units of supportive housing within a 20-unit affordable housing project known as The Woodlands 2.

Section 1. DEFINITIONS.

For the purposes of this Agreement the following definitions shall apply:

- A. Client(s) – A Client is someone who has met County’s screening criteria for MHSA Permanent Supportive Housing Project eligibility.
- B. County Unit(s) – County Unit(s) means the 5 one-bedroom floating units that will be located throughout the Project and are designated for Clients.
- C. MHSA Permanent Supportive Housing Project – The MHSA Permanent Supportive Housing Project, also called “The Woodlands 2,” means the 5 units in the Project that are set aside for Clients. It includes supportive and social services that are designed to help Clients maintain housing stability.
- D. Project - The Project is located on X.X acres at 2900 Polk Street, Redding, California 96001 and consists of a total of 20 multi-family affordable housing units plus a manager’s unit. The 20 multi-family affordable housing include one-, two- and three-bedroom units. A total of 15 units are affordable general population units, and 5 one-bedroom floating units are set-aside for County clients. This is an addition to The Woodlands located at 2950 Polk Street, Redding, California 96001, and residents will have access to both locations (collectively “**The Woodlands**”) on-site community center that includes a computer room, game room, activity room, laundry facilities, County staff office, and manager’s unit. Common areas include a pool, social plaza, BBQ area, exercise circuit, children’s play areas, community garden areas, and landscaping/green space.
- E. Social services – Means the services offered to Clients by PCRA. They may include, but are not limited to: Finance/budgeting classes, personal income tax preparation, adult education classes, benefit/entitlement assistance, after-school activities, and health and wellness classes.
- F. Supportive services – means the services provided by County or County’s contractor(s) to Clients on an as-needed basis as determined by County. They may include, but are not limited to: Case management, clinical support, crisis management, medication support, connection to community-based resources, nursing support, co-occurring treatment, In-Home Support Services, Wellness & Recovery Action Planning (“WRAP”), life skills training, peer support, family support, benefits counseling, Public Guardian, employment readiness and

resources, Adult Protective Services, Representative Payee Support, vocational services, and after-hours crisis support.

Section 2. RESPONSIBILITIES OF PCRA.

- A. PCRA shall provide to Clients the County Units.
- B. Each County Unit provided by PCRA shall include:
 - (1) One full/double bed, one nightstand, one four-drawer dresser, and one lamp for each bedroom in a County Unit.
 - (2) One full-size couch, one coffee table, one lamp, one television stand for the living room.
 - (3) One dining room table and four chairs for the dining room.
- C. Notify County's Mental Health Services Act coordinator in writing within seven calendar days of knowledge that a Client is vacating and/or terminating their tenancy in a County Unit.
- D. Provide County with 120 days written advance notice prior to any change in property ownership or property management.
- E. PCRA shall maintain and operate the Project.
- F. PCRA shall maintain common areas and grounds.
- G. PCRA shall develop Client selection criteria that defines how PCRA will select Clients for tenancy of a County unit. Selection criteria shall be consistent with applicable Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) provisions.
- H. PCRA shall develop procedures to implement the selection criteria which includes, but is not limited to, a notification of any action taken, appeal rights and processes as defined in the Americans with Disabilities Act and Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) for Clients denied tenancy.
- I. Using the Client selection criteria identified in Section 2. G. above, PCRA shall screen and select Clients for tenancy of County Units. PCRA shall ensure consistent application of Client selection criteria.
- J. PCRA shall provide assistance to Clients who have been accepted for tenancy by PCRA prior to moving in. Such assistance shall include, but is not limited to, arrival or first day orientation, and coordination with County's staff or County's contractors to facilitate the Client's occupancy in their County unit.
- K. PCRA staff shall attend quarterly monitoring meetings with County staff to review whether services are provided in a manner consistent with the provisions of this Agreement. County shall set the date, time and place of these quarterly meetings.
- L. PCRA shall allow County's staff or County's contract providers use of Project common areas to provide services to Clients during the term of this Agreement.
- M. PCRA shall comply with all California Housing Finance Authority ("Cal HFA") permanent supportive housing rules, regulations, and reporting requirements, as they may be amended from time to time, for the entire term of this Agreement.
- N. PCRA shall ensure the Clients' access of Social services at The Woodlands, as prescribed Section 2.N. within The Woodlands original Agreement, **Exhibit K-1**, attached and incorporated herein (the "Woodlands Original Agreement").

- O. PCRA shall provide Project performance outcome data to County within 30 days of the end of each quarter, using reporting worksheets provided by County.
- P. A breach by PCRA of section 2.P. of the Woodlands Original Agreement shall constitute a separate breach of this agreement.

Section 3. RESPONSIBILITIES OF COUNTY.

County shall:

- A. Screen applicants for MHSA Permanent Supportive Housing Project eligibility and forward names of approved Clients to PCRA for housing eligibility screening.
- B. Establish and maintain a waiting list of Clients who are eligible for participation in the MHSA Permanent Supportive Housing Project.
- C. Monitor PCRA's compliance with the provisions of this Agreement.
- D. Coordinate quarterly monitoring meetings to review whether services are provided in a manner consistent with the provisions of this Agreement.
- E. Create quarterly reporting form to record, track, and report Project performance outcome data, provide the form to PCRA within 30 days of this Agreement being finalized, and collect the form from PCRA quarterly.
- F. Provide access to Supportive services to MHSA Clients on an as needed basis.

Section 4. COMPENSATION.

There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this Agreement. The consideration for performance of this Agreement is the performance of the rights, duties, and obligations set forth in this Agreement.

Section 5. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of 20 years commencing upon the date of Certificate of Occupancy or the execution of this Agreement by County, whichever is later.

Section 6. TERMINATION OF AGREEMENT.

- A. Either Party may terminate this Agreement immediately upon breach of the Agreement by the other Party, provided written notice of such breach is given and the notified Party fails to cure such breach to the reasonable satisfaction of the noticing Party within 30 days of delivery of the notice of breach, or such extended period as is necessary to cure the breach. Such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected.
- B. County shall have the right to terminate this Agreement immediately in the event any one or more of the following occurs:
 - (1) A petition for adjudication of PCRA is filed for voluntary or involuntary bankruptcy, which is not dismissed within 60 days of filing.
 - (2) PCRA makes a general assignment or PCRA's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
 - (3) Abandonment of the Project by PCRA.

- C. County may terminate this agreement without cause on 30 days written notice to Consultant.
- D. County shall not be obligated to perform the services provided for in this Agreement for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this Agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify PCRA in writing of such non-appropriation at the earliest possible date.
- E. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- F. County's right to terminate this agreement may be exercised by the County's Administrative Officer, or County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. Except as provided in Section 28, this Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the Parties hereto. PCRA shall be entitled to no other benefits other than those specified herein. PCRA specifically acknowledges that in entering into and executing this Agreement, PCRA relies solely upon the provisions contained in this Agreement and no others.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this Agreement may be agreed to in writing between PCRA and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement and the provisions of any of this Agreement's exhibits or appendices, the provisions of this Agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this Agreement is intended to secure the specialized services of PCRA, PCRA may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF PCRA.

PCRA shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which PCRA performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by PCRA shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. PCRA shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if PCRA were a County employee. County shall not be liable for deductions for any amount for any purpose from PCRA's compensation. PCRA shall not be eligible for coverage under County's workers' compensation insurance plan nor shall PCRA be eligible for any other County benefit. PCRA must issue W-2 and 941 Forms for income and employment tax purposes, for all of PCRA's assigned personnel under the terms and conditions of this Agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, PCRA shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this Agreement by PCRA, or by any of PCRA's subcontractors, any person employed under PCRA, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. PCRA shall also, at PCRA's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this Agreement by PCRA, or any of PCRA's subcontractors, any person employed under PCRA, or under any Subcontractor, or in any capacity. PCRA shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to PCRA's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting PCRA's duties of defense and indemnification, PCRA and any subcontractor shall obtain, from an insurance carrier authorized to transact business

in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect the County and the public with limits of liability of not less than \$3 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. PCRA and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover PCRA, subcontractor, PCRA's partner(s), subcontractor's partner(s), PCRA's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by PCRA or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this Agreement. PCRA hereby certifies that PCRA is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and PCRA shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. PCRA shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of PCRA pursuant to this Agreement.
- E. With regard to all insurance coverage required by this Agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for PCRA or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, PCRA or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-Agreement expiration coverage as specified above, PCRA or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to

County within 24 hours. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) PCRA shall provide County with an endorsement or amendment to PCRA's policy of insurance as evidence of insurance protection before the effective date of this Agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, PCRA shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event PCRA fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, PCRA shall provide County a certificate of insurance reflecting those limits.
- (8) Any of PCRA's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with PCRA or if any lawsuit is instituted concerning PCRA's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, PCRA shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This

provision shall survive the termination, expiration, or cancellation of this Agreement.

- B. Any dispute between the Parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. PCRA shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Agreement.
- B. PCRA shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. PCRA represents that PCRA is in compliance with and agrees that PCRA shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. PCRA shall not use the Project in any way for sectarian worship, instruction, or proselytization.
- E. In addition to any other provisions of this Agreement, PCRA shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of PCRA's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. PCRA shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities in accordance with State and Federal requirements. All records shall be open to inspection and may be audited by the authorized representatives of County, and any State and/or Federal governing agencies. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained collectively PCRA for a period of the lesser of (a) five years following termination or expiration of this Agreement, pursuant to the terms herein, or (b) 25 years from issuance of a certificate of occupancy to PCRA (the "Retention Period"). Such records shall be made available for audit by County, State or Federal representatives as necessary. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records, have been fully resolved. In the event any County, State and/or Federal laws mandate a longer retention period, such longer retention shall apply. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m.

and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this Agreement.

- C. PCRA shall be responsible for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Agreement.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

PCRA's failure to comply with state and federal child, family, and spousal support reporting requirements regarding PCRA's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement. PCRA's failure to cure such default within 90 days of notice by County shall be grounds for termination of this Agreement.

Section 16. LICENSES AND PERMITS.

PCRA, and PCRA's officers, employees, agents, and contractors performing the work or services required by this Agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

Section 17. PERFORMANCE STANDARDS.

PCRA shall perform the work or services required by this Agreement in accordance with the industry and/or professional standards applicable to PCRA's work or services.

Section 18. CONFLICTS OF INTEREST.

PCRA and PCRA's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this Agreement.

Section 19. NOTICES.

- A. Any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director

HHSA Business & Support Services
Attn: Contracts Unit
P.O. Box 496005
Redding, CA 96049-6005
Phone: 530.245.6860
Fax: 530.225.5555

If to PCRA: PC Redding Apartments Limited Partnership
c/o Palm Communities
100 Pacifica, Suite 205
Irvine, CA 92618
Phone: 949.878.9399
Fax: 949.878-9387

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this Agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this Agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

PCRA shall comply with the California Political Reform Act (Government Code sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of PCRA to disclose financial interests and to recuse from influencing any County decision which may affect PCRA's financial interests. If required by the County's Conflict of Interest Code, PCRA shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

PCRA represents and warrants that PCRA, on the date of execution of this Agreement, (1) has paid all property taxes for which PCRA is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. PCRA shall make timely payment of all property taxes at all times during the term of this Agreement.

Section 23. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of

this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

Section 24. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this Agreement shall be confidential, and PCRA and all of PCRA's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of Client/patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to Client/patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 25. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this Agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this Agreement. County may use such work products for any purpose whatsoever. All works produced under this Agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Agreement, PCRA shall retain all of PCRA's rights in PCRA's own proprietary information, including, without limitation, PCRA's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by PCRA prior to, or acquired by PCRA during the performance of this Agreement and PCRA shall not be restricted in any way with respect thereto.

Section 26. USE OF COUNTY PROPERTY.

PCRA shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of PCRA's obligations under this Agreement.

Section 27. ADDITIONAL CONFIDENTIALITY REQUIREMENTS.

Should information regarding County's clients become known to PCRA that is not otherwise known to PCRA, PCRA shall comply with, and require all of its contractors, employees, volunteers, agents, and officers to comply with, the provisions of section 5328 and section 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures. PCRA shall ensure all of its employees, volunteers, agents, and officers comply with these provisions, and shall inform all of its employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

Section 28. APPLICATION OF OTHER AGREEMENTS.

PCRA and PCRA's officers, agents, employees, and volunteers, and any of its contractors, consultants, or subcontractors shall comply with and perform all applicable terms and provisions of the Woodlands Original Agreement as if full set forth herein. In the events of a conflict between this Agreement and the Woodlands Original Agreement, the terms and conditions of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, County and PCRA have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

James R. Ross
Assistant County Counsel

James Johnson
Risk Management Analyst III

**PC REDDING APARTMENTS
LIMITED PARTNERSHIP**, a California
limited partnership

By: PC Redding Developers LLC, a
California limited liability company,
its administrative general partner

Danavon L. Horn, Date
President

**AGREEMENT BETWEEN
THE COUNTY OF SHASTA
AND
PC REDDING APARTMENTS LIMITED PARTNERSHIP**

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Section 1. DEFINITIONS.

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- A. Client(s) – A Client is someone who has met County's screening criteria for MHSA Permanent Supportive Housing Project eligibility.
- B. County Unit(s) – County Unit(s) means the 14 one-bedroom floating units and five two-bedroom floating units that will be located throughout the Project and are designated for Clients.
- C. MHSA Permanent Supportive Housing Project – The MHSA Permanent Supportive Housing Project, also called "The Woodlands," means the 19 units in the Project that are set aside for Clients. It includes supportive and social services that are designed to help Clients maintain housing stability.
- D. Project - The Project is located on 9.1 acres at 2950 Polk Street, Redding, California 96001 and consists of a total of 54 multi-family affordable housing units plus a manager's unit. The 54 multi-family affordable housing include one-, two- and three-bedroom units. A total of 35 units are affordable general population units, and 14 one-bedroom floating units and five two-bedroom floating units are set-aside for County clients. The Project also includes an on-site community center that includes a computer room, game room, activity room, laundry facilities, County staff office, and manager's unit. Common areas include a pool, social plaza, BBQ area, exercise circuit, children's play areas, community garden areas, and landscaping/green space.
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Section 2. RESPONSIBILITIES OF PCRA.

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- H. PCRA shall develop procedures to implement the selection criteria which includes, but is not limited to, a notification of any action taken, appeal rights and processes as defined in the Americans with Disabilities Act and Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) for Clients denied tenancy.
- I. Using the Client selection criteria identified in Section 2. G. above, PCRA shall screen and select Clients for tenancy of County Units. PCRA shall ensure consistent application of Client selection criteria.
- J. PCRA shall provide assistance to Clients who have been accepted for tenancy by PCRA prior to moving in. Such assistance shall include, but is not limited to, arrival or first day orientation, and coordination with County's staff or County's contractors to facilitate the Client's occupancy in their County unit.
- K. PCRA staff shall attend quarterly monitoring meetings with County staff to review whether services are provided in a manner consistent with the provisions of this Agreement. County shall set the date, time and place of these quarterly meetings.
- L. PCRA shall allow County's staff or County's contract providers use of Project common areas to provide services to Clients during the term of this Agreement.
- M. PCRA shall comply with all CalHFA permanent supportive housing rules, regulations, and reporting requirements, as they may be amended from time to time, for the entire term of this Agreement.
- N. PCRA shall ensure the availability of social services to Clients including, but not limited to, the following:

- (1) Finance/Budgeting Classes: Financial literacy classes/workshops shall be provided for a minimum of fifty-two (52) hours per year.
 - (2) Personal Income Tax Preparation: Personal income tax preparation instruction shall be provided for a minimum of ten (10) hours per year.
 - (3) Adult Education Classes: Adult education instruction shall be provided for a minimum of eighty-eight (88) hours per year. Adult education classes shall include, but are not limited to, education regarding benefit/entitlement assistance, computer skills, job readiness, GED instruction, job retention, and networking with community resources to promote employment opportunities.
 - (4) After-school Activities: After-school activities shall be provided for a minimum of six (6) hours per week.
 - (5) Health and Wellness Classes: Health and wellness classes shall be provided for a minimum of eighty-eight (88) hours per year, and shall include, but not be limited to, relationship skills, communication, cooperation, personal responsibility, self-control, empathy, pre-crisis intervention, and emotional support.
- O. PCRA shall provide Project performance outcome data to County within 30 days of the end of each quarter, using reporting worksheets provided by County.
- P. PCRA shall provide to County for the term of this Agreement and at no cost whatsoever, exclusive use of an office at the Project of not less than 140 square feet in order for County or its contractors to provide the services required of County pursuant to this agreement. At the time of execution of this Agreement, the office space to be provided to County is identified as Office #107. Configuration of the Office shall permit confidential meeting space for the County and the maintenance of confidential files by the County in the Office. PCRA shall, at its own cost, maintain the Office in good condition and in accordance with all applicable laws and regulations. PCRA shall also pay, at its own expense, any utility costs associated with County's use of the office space. County shall have the right to install and maintain, at its own expense, a T1 telecommunications line, or its substantial equivalent. PCRA may relocate County to other space within the Project only upon County's prior written approval. Should the Parties have a disagreement regarding County's use of the Office or any of the obligations of this subsection, the Parties agree to attempt to informally resolve the disagreement for 45 days' following notification to the other Party of the disagreement. If the Parties are unable to informally resolve the disagreement, either Party may request mediation with the cost to be shared equally.

Section 3. RESPONSIBILITIES OF COUNTY.

County shall:

- A. Screen applicants for MHSA Permanent Supportive Housing Project eligibility and forward names of approved Clients to PCRA for housing eligibility screening.
- B. Establish and maintain a waiting list of Clients who are eligible for participation in the MHSA Permanent Supportive Housing Project.
- C. Monitor PCRA's compliance with the provisions of this Agreement.

- D. Coordinate quarterly monitoring meetings to review whether services are provided in a manner consistent with the provisions of this Agreement.
- E. Create quarterly reporting form to record, track, and report Project performance outcome data, provide the form to PCRA within 30 days of this Agreement being finalized, and collect the form from PCRA quarterly.
- F. Provide supportive services to MHSA Clients on an as needed basis as determined by County.

Section 4. COMPENSATION.

There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this Agreement. The consideration for performance of this Agreement is the performance of the rights, duties, and obligations set forth in this Agreement.

Section 5. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of 20 years commencing upon the date of Certificate of Occupancy or the execution of this Agreement by County, whichever is later.

Section 6. TERMINATION OF AGREEMENT.

- A. Either Party may terminate this Agreement immediately upon breach of the Agreement by the other Party, provided written notice of such breach is given and the notified Party fails to cure such breach to the reasonable satisfaction of the noticing Party within 30 days of delivery of the notice of breach, or such extended period as is necessary to cure the breach. Such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected.
- B. County shall have the right to terminate this Agreement immediately in the event any one or more of the following occurs:
 - (1) A petition for adjudication of PCRA is filed for voluntary or involuntary bankruptcy, which is not dismissed within 60 days of filing.
 - (2) PCRA makes a general assignment or PCRA's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
 - (3) Abandonment of the Project by PCRA.
- C. County may terminate this agreement without cause on 30 days written notice to Consultant.
- D. County shall not be obligated to perform the services provided for in this Agreement for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this Agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify PCRA in writing of such non-appropriation at the earliest possible date.
- E. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- F. County's right to terminate this agreement may be exercised by the County's Administrative Officer, or County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. Except as provided in Section 27, this Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the Parties hereto. PCRA shall be entitled to no other benefits other than those specified herein. PCRA specifically acknowledges that in entering into and executing this Agreement, PCRA relies solely upon the provisions contained in this Agreement and no others.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this Agreement may be agreed to in writing between PCRA and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement and the provisions of any of this Agreement's exhibits or appendices, the provisions of this Agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this Agreement is intended to secure the specialized services of PCRA, PCRA may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF PCRA.

PCRA shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which PCRA performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by PCRA shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. PCRA shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if PCRA were a County employee. County shall not be liable for deductions for any amount for any purpose from PCRA's compensation. PCRA shall not be eligible for coverage under County's workers' compensation insurance plan nor shall PCRA be

eligible for any other County benefit. PCRA must issue W-2 and 941 Forms for income and employment tax purposes, for all of PCRA's assigned personnel under the terms and conditions of this Agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, PCRA shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this Agreement by PCRA, or by any of PCRA's subcontractors, any person employed under PCRA, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. PCRA shall also, at PCRA's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this Agreement by PCRA, or any of PCRA's subcontractors, any person employed under PCRA, or under any Subcontractor, or in any capacity. PCRA shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to PCRA's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting PCRA's duties of defense and indemnification, PCRA and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$3 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. PCRA and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover PCRA, subcontractor, PCRA's partner(s), subcontractor's partner(s), PCRA's employees, and subcontractor's(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by PCRA or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this Agreement. PCRA hereby

certifies that PCRA is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and PCRA shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. PCRA shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of PCRA pursuant to this Agreement.
- E. With regard to all insurance coverage required by this Agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for PCRA or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, PCRA or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-Agreement expiration coverage as specified above, PCRA or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (5) PCRA shall provide the County with an endorsement or amendment to PCRA's policy of insurance as evidence of insurance protection before the effective date of this Agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, PCRA shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event PCRA fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, PCRA shall provide County a certificate of insurance reflecting those limits.
- (8) Any of PCRA's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with PCRA or if any lawsuit is instituted concerning PCRA's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, PCRA shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Any dispute between the Parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. PCRA shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this Agreement.
- B. PCRA shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. PCRA represents that PCRA is in compliance with and agrees that PCRA shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. PCRA shall not use the Project in any way for sectarian worship, instruction, or proselytization.
- E. In addition to any other provisions of this Agreement, PCRA shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of PCRA's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. PCRA shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities in accordance with State and Federal requirements. All records shall be open to inspection and may be audited by the authorized representatives of County, and any State and/or Federal governing agencies. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained collectively PCRA for a period of the lesser of (a) five years following termination or expiration of this Agreement, pursuant to the terms herein, or (b) 25 years from issuance of a certificate of occupancy to PCRA (the "Retention Period"). Such records shall be made available for audit by County, State or Federal representatives as necessary. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records, have been fully resolved. In the event any County, State and/or Federal laws mandate a longer retention period, such longer retention shall apply. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this Agreement.
- C. PCRA shall be responsible for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Agreement.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

PCRA's failure to comply with state and federal child, family, and spousal support reporting requirements regarding PCRA's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement. PCRA's failure to cure such default within 90 days of notice by County shall be grounds for termination of this Agreement.

Section 16. LICENSES AND PERMITS.

PCRA, and PCRA's officers, employees, agents, and contractors performing the work or services required by this Agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

Section 17. PERFORMANCE STANDARDS.

PCRA shall perform the work or services required by this Agreement in accordance with the industry and/or professional standards applicable to PCRA's work or services.

Section 18. CONFLICTS OF INTEREST.

PCRA and PCRA's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this Agreement.

Section 19. NOTICES.

Any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:	Branch Director HHSA Business & Support Services Attn: Contracts Unit P.O. Box 496005 Redding, CA 96049-6005 Phone: 530.245.6860 Fax: 530.225.5555
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If to PCRA:	PC Redding Apartments Limited Partnership c/o Palm Communities 100 Pacifica, Suite 205 Irvine, CA 92618 Phone: 949.878.9399 Fax: 949.878-9387
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Section 20. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this Agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this Agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

PCRA shall comply with the California Political Reform Act (Government Code sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of PCRA to disclose financial interests and to recuse from influencing any County decision which may affect PCRA's financial interests. If required by the County's Conflict of Interest Code, PCRA shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

PCRA represents and warrants that PCRA, on the date of execution of this Agreement, (1) has paid all property taxes for which PCRA is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. PCRA shall make timely payment of all property taxes at all times during the term of this Agreement.

Section 23. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

Section 24. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this Agreement shall be confidential, and PCRA and all of PCRA's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of Client/patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to Client/patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 25. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this Agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this Agreement. County may use such work products for any purpose whatsoever. All works produced under this Agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Agreement, PCRA shall retain all of PCRA's rights in PCRA's own proprietary

information, including, without limitation, PCRA's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by PCRA prior to, or acquired by PCRA during the performance of this Agreement and PCRA shall not be restricted in any way with respect thereto.

Section 26. USE OF COUNTY PROPERTY.

PCRA shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of PCRA's obligations under this Agreement.

Section 27. ADDITIONAL CONFIDENTIALITY REQUIREMENTS.


Should information regarding County's clients become known to PCRA that is not otherwise known to PCRA, PCRA shall comply with, and require all of its contractors, employees, volunteers, agents, and officers to comply with, the provisions of section 5328 and section 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures. PCRA shall ensure all of its employees, volunteers, agents, and officers comply with these provisions, and shall inform all of its employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and PCRA have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: JUN 6 2017


DAVID A. KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: 
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

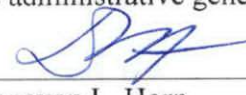

James R. Ross
Assistant County Counsel

RISK MANAGEMENT APPROVAL


James Johnson
Risk Management Analyst

**PC REDDING APARTMENTS
LIMITED PARTNERSHIP**, a California
limited partnership

By: PC Redding Developers LLC, a
California limited liability company,
its administrative general partner


Danavon L. Horn,
President

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND PC REDDING APARTMENTS LIMITED
PARTNERSHIP**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and PC Redding Apartments Limited Partnership ("PCRA"), a California Limited Partnership for the management of 19 housing units of supportive housing within a 55 unit affordable housing project known as The Woodlands.

RECITALS

WHEREAS, County and PCRA have previously entered into an agreement on June 6, 2017, effective June 16, 2017, for the management of 19 housing units of supportive housing within a 55 unit affordable housing project known as The Woodlands ("Agreement"); and

WHEREAS, County and PCRA desire to amend this Agreement to allow County to make communication and telecommunication alterations to the office space used by County.

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection P. of Section 2, **RESPONSIBILITIES OF PCRA.**, is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

Section 2. RESPONSIBILITIES OF PCRA.

- P. PCRA shall provide to County for the term of this Agreement and at no cost whatsoever, exclusive use of an office at the Project of not less than 140 square feet in order for County or its contractors to provide the services required of County pursuant to this agreement. At the time of execution of this Agreement, the office space to be provided to County is identified as Office #107. Configuration of the Office shall permit confidential meeting space for the County and the maintenance of confidential files by the County in the Office. PCRA shall, at its own cost, maintain the Office in good condition and in accordance with all applicable laws and regulations. PCRA shall also pay, at its own expense, any utility costs associated with County's use of the office space. County shall have the right to install and maintain, at its own expense, a T1 telecommunications line, or its substantial equivalent. County, at its own cost, may install equipment needed for use in its office space including, but not limited to, telecommunication systems and computer terminals including, but not limited to, telephone cable, key system units, intercom systems, telephones, answering machines, security systems, computer cabling, and additional fan(s) or cooling system(s) for hardware such as servers and computers ("Telecommunications Equipment"). County will maintain and repair the Telecommunications Equipment at its own cost. PCRA may relocate County to other space within the Project only upon County's prior written

approval. Should PCRA relocate County to other space within the Project, PCRA shall reimburse County for all costs incurred in relocating the T1 line and the Telecommunications Equipment described in this subdivision. Should the Parties have a disagreement regarding County's use of the Office or any of the obligations of this subsection, the Parties agree to attempt to informally resolve the disagreement for 45 days' following notification to the other Party of the disagreement. If the Parties are unable to informally resolve the disagreement, either Party may request mediation with the cost to be shared equally.

II. REAFFIRMATION

In all other respects, the Agreement, as amended, remains in full force and effect.

III. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and PCRA.

IV. EFFECTIVE DATE

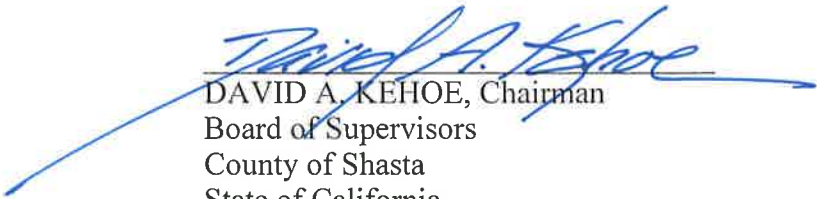
Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.


COUNTY OF SHASTA

Date: OCT 03 2017

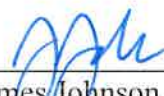

DAVID A. KEHOE, Chairman
Board of Supervisors
County of Shasta
State of California

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: 
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

James R. Ross
Assistant County Counsel


RISK MANAGEMENT APPROVAL

 09/18/17
James Johnson
Risk Management Analyst III

**INFORMATION TECHNOLOGY
APPROVAL**

By:  9-19-2017
Tom Schreiber
Chief Information Officer

**PC REDDING APARTMENTS
LIMITED PARTNERSHIP, a California
limited partnership**

By: PC Redding Developers LLC, a
California limited liability company,
its administrative general partner
 9.21.17
Danavon L. Horn, Date
President