

BOARD OF SUPERVISORS
Yolo County, California

To: HHSA ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-132, Item No. 13, of the Board of Supervisors' meeting of September 14, 2021.

MOTION: Saylor. SECOND: Villegas. AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

13.

Approve Memorandum of Understanding with Mercy Housing Management Group to coordinate services for individuals living at the 1801 West Capitol permanent supportive housing project in West Sacramento, with a zero-dollar amount for the period from September 1, 2021, through September 1, 2041. (No general fund impact)(Larsen)

Approved **Agreement No. 21-212** on Consent.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 13.

Adult & Aging

Board of Supervisors

Meeting Date: 09/14/2021

Brief Title: Mercy Housing MOU for 1801 West Capitol housing project

From: Karen Larsen, Director, Health and Human Services Agency

Staff Contact: Ian Evans, Adult and Aging Branch Director, Health and Human Services Agency, x8297

Subject

Approve Memorandum of Understanding with Mercy Housing Management Group to coordinate services for individuals living at the 1801 West Capitol permanent supportive housing project in West Sacramento, with a zero-dollar amount for the period from September 1, 2021, through September 1, 2041. (No general fund impact) (Larsen)

Recommended Action

Approve Memorandum of Understanding with Mercy Housing Management Group to coordinate services for individuals living at the 1801 West Capitol permanent supportive housing project in West Sacramento, with a zero-dollar amount for the period from September 1, 2021, through September 1, 2041.

Strategic Plan Goal(s)



Thriving Residents

Reason for Recommended Action/Background

On October 15, 2018, the State of California Department of Housing and Community Development (HCD) released the No Place Like Home (NPLH) Program notice of availability for competitive funds to solicit qualified borrowers interested in applying to finance the development and operating subsidies for permanent supportive housing for individuals with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless, and their families.

With Board approval, the County had previously submitted collaborative applications with Mercy Housing requesting capital development and operating subsidies for the development of a permanent supportive housing project at Beamer Street in Woodland. On December 14, 2018, the Board authorized participation in the NPLH program for an additional permanent supportive housing project at 1801 West Capitol in West Sacramento. Although the funding awards will be made directly to Mercy Housing in the form of a permanent loan, Yolo County committed to provide supportive services for a minimum of 20 years to the projects' NPLH tenants and to coordinate the provision or referral to other services, including but not limited to substance use services.

On September 11, 2018, the Board approved the Memorandum of Understanding (MOU) with Mercy Housing Management Group for the coordination of services at the Beamer Street project. The attached MOU similarly coordinates services for the West Capitol project. In the MOU, the County and Mercy Housing Management Group agree to work together, establish a foundation of trust and partnership, and provide seamless and high-quality services to each tenant of the housing project, based on the tenant's individual needs. All parties agree to coordinate their resources and actions toward the common goal of enabling persons with serious mental

illness who are homeless, or at risk of homelessness, and their families to achieve permanent supportive housing and self-sufficiency by promoting the integration of affordable housing and appropriate supportive services including mental health support systems.

By approving this MOU, Yolo County is committing to providing a range of services for a minimum of 20 years, including:

- Tenant Selection Process to approve applicants and certify them as an NPLH-eligible client;
- Outreach, Application, and Screening to establish a list of County-certified clients to expedite the process of leasing new and vacated units;
- Ongoing Tenancy Supports to residents to ensure involved parties are in compliance and units are being fully utilized; and
- Coordination of Communication with all parties to discuss coordination of services, referrals, and vacancies.

Collaborations (including Board advisory groups and external partner agencies)

County Counsel has approved this Memorandum of Understanding as to form.

California Department of Housing and Community Development
Mercy Housing California, Mercy Housing Management Group

Competitive Bid Process

Not Applicable.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action

Amount budgeted for expenditure

Additional expenditure authority needed \$0

On-going commitment (annual cost)

Source of Funds for this Expenditure

General Fund \$0

Further explanation as needed

No general funds are required by this action. This agreement does not have a direct cost associated with it. Any costs associated with the County share of the shared services specified in the MOU will be approved through the County budget process.

Attachments

Att. A. MOU

Form Review

Inbox

Karen Larsen

Financial Services

County Counsel

Eric Will

Form Started By: Chelsea Murdock

Final Approval Date: 09/07/2021

Reviewed By

Karen Larsen

Chad Rinde

Hope Welton

Eric Will

Date

08/31/2021 11:53 AM

09/03/2021 04:00 PM

09/04/2021 10:33 AM

09/07/2021 02:36 PM

Started On: 06/11/2021 04:05 PM

MEMORANDUM OF UNDERSTANDING

MOU No. **21-212**

between

Mercy Housing California 87 L.P.

MERCY HOUSING MANAGEMENT GROUP,

and

the COUNTY of YOLO

This Memorandum of Understanding (MOU), made and entered into on this 14th day of September, 2021, by and between Mercy Housing California 87 L.P., a California limited partnership (hereinafter known as the "Project Sponsor/Developer/ Owner"); MERCY HOUSING MANAGEMENT GROUP, Inc. a Nebraska nonprofit corporation authorized to do business in California ("Property Management"); and the COUNTY of Yolo, a political subdivision of the State of California, ("COUNTY"), herein referred to collectively as "the Parties."

RECITALS

WHEREAS, the Parties desire to coordinate their resources and actions toward the common goal of enabling individuals with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless, and their families; to achieve permanent supportive housing and self-sufficiency by promoting the integration of affordable housing and appropriate supportive services including mental health support systems; and

WHEREAS, on October 15, 2018, the State of California Department of Housing and Community Development (HCD) released the No Place Like Home ("NPLH") Program notice of availability of funds to solicit qualified borrowers interested in applying to finance the development and operating subsidies for permanent supportive housing for individuals with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless, and their families; and

WHEREAS, COUNTY, through its Health and Human Services Agency, Adult and Aging Branch, administers the Yolo COUNTY Mental Health Services Act (MHSA) Programs; and

WHEREAS, COUNTY will submit a collaborative application requesting capital development and operating subsidies to State Department of Housing and Community Development (HCD) for the development of permanent supportive housing for individuals with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless, and their families; and

WHEREAS, although the funding award will be made directly to the qualified borrowers in the form of a permanent loan through a contract between MERCY HOUSING CALIFORNIA and HCD, COUNTY will commit to provide supportive services for a minimum of 20 years to the project's NPLH tenant, and to coordinate the provision or referral to other services, including but not limited to substance use services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article I. TERM

The term of this MOU shall commence upon final execution and shall continue for twenty (20) years, between MHC 87 L.P., MERCY HOUSING MANAGEMENT GROUP, and the COUNTY unless sooner terminated or extended, in whole or in part.

Article II. PURPOSE

The purpose of this MOU is to:

- 2.1 Outline the roles and responsibilities of each party; and
- 2.2 Coordinate the Parties' resources and efforts to provide permanent affordable housing to the NPLH Program Target Population utilizing the supportive housing model. Supportive housing is a nationally recognized evidence-based practice that has consistently shown that coupling appropriate services with permanent housing increases housing stability and the likelihood that the tenant will remain connected to mental health treatment. Supportive housing has also been shown to reduce the high cost of providing services to homeless individuals with severe mental illness and their families. Stable housing provides the foundation that enables individuals, through their resiliency, to further realize their life goals.

Article III. GUIDING PRINCIPLES

All Parties share the following common principles that will guide this housing project:

- 3.1 All Parties shall work together, establish a foundation of trust and partnership, and provide seamless and high-quality services to each tenant, based on the tenant's individual needs.
- 3.2 Each tenant in a NPLH-funded unit shall be offered mental health services and other supportive services, including substance use services.
- 3.3 All supportive services shall be voluntary, client-driven and coordinated with the needs and wishes of the tenant.

- 3.4 All projects should protect privacy in the delivery of supportive services.
- 3.5 Every NPLH Program housing project shall facilitate linkages to community-based services.

Article IV. RESPONSIBILITIES OF COUNTY

COUNTY shall:

4.1 Tenant Selection Process

- 4.1.1 Utilize the Coordinated Entry process, as defined for the NPLH program, to accept referrals, conduct a case conference and identify individuals that are approved to move into a NPLH funded unit. The tenant selection process prioritizes those with the highest needs for available housing.
- 4.1.2 In order to guarantee that COUNTY is able to fund supportive services delivered to tenants of NPLH Program housing units, each of those tenants must first be certified as a NPLH-eligible client in COUNTY system.

4.2 Outreach, Application and Screening

- 4.2.1 Inform contracted supportive services provider of COUNTY tenant certification and selection process and encourage provider to refer those clients that appear to meet the criteria for program participation.
- 4.2.2 Establish a centralized referral list of COUNTY certified clients to help expedite the process of leasing new or vacated units. COUNTY shall be notified when projects funded through the NPLH Program have vacancies.

4.3 Ongoing Tenancy

- 4.3.1 Conduct quarterly administrative and programmatic collaborative meetings to ensure that the involved parties are in compliance with this MOU and that the units funded through the NPLH Program are being fully utilized.

4.4 Communication

- 4.4.1 Conduct quarterly meetings with representatives of the Project Sponsor/Developer and Property Management, to discuss coordination of services, referrals and vacancies.

Article V. RESPONSIBILITIES OF THE PROJECT SPONSOR/DEVELOPER

The Project Sponsor/Developer shall:

5.1 Supportive Services

5.1.1 Any onsite supportive services provided by the Project Sponsor/Developer shall be designed to complement COUNTY supportive services for full service partners and will be made available to tenants eligible for NPLH-funded units on a voluntary basis.

5.2 Outreach, Application & Screening

5.2.1 Make available up to 49% (41 out of 85) of the total residential units for identified NPLH-eligible prospective tenants.

5.2.2 Applicants determined ineligible for admission by MHMG may respond in writing or request an informal review of the determination. They must make the request within 14 days of the date of the notice of ineligibility. Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. Within 5 days of receiving the request, the MHMG must schedule the review and notify the applicant of the place, date and time.

5.3 Ongoing Tenancy

5.3.1 Monitor and provide oversight of Property Management staff.

5.3.2 Notify COUNTY when new units under construction are placed into service.

5.3.3 Develop and maintain a clear separation of responsibilities and duties between the Property Management and the Supportive Services staff (COUNTY or COUNTY contracted provider).

5.3.4 Establish policies and procedures for resolving conflicts between Property Management and Supportive Services Provider(s) when they cannot reach agreement on a course of action (e.g., Grievance Procedure which escalates up levels of authority of each party until a resolution is accomplished).

5.3.5 Comply with the necessary documentation and reporting requirements and guidelines as established by HCD and COUNTY.

5.4 Communication

- 5.4.1 Assure that Property Management notifies COUNTY within 24 hours if a tenant vacates a unit.
- 5.4.2 Notify COUNTY when a service provider has been non-responsive to requests regarding a tenant.

Article VI. RESPONSIBILITIES OF PROPERTY MANAGEMENT

Property Management shall:

6.1 Outreach, Application & Screening

- 6.1.1 Create admission, eviction, and appeals policies that are consistent with requirements established by Fair Housing laws and regulatory agreements with other funding sources. These policies must include reasonable accommodations for the needs of the target populations
- 6.1.2 Notify COUNTY when vacancies occur in NPLH-funded units
- 6.1.3 Notify eligible prospective tenants, identified through the Coordinated Entry process as defined for the NPLH program, to apply for vacant units.

6.2 Move-in Process

- 6.2.1 Notify the Supportive Services Provider of the day and time of move-in 3 days prior to appointment.
- 6.2.2 Provide the Supportive Services Provider with current copies of the lease and the house rules for each property.
- 6.2.3 Provide an orientation to the lease and the house rules to new tenants to establish Property Management expectations in areas such as use of bathrooms/kitchens, rent collection, maintenance requests, etc.

6.3 Ongoing Tenancy

- 6.3.1 Comply with applicable local, State, and Federal statutes and regulations, specifically statutes and regulations governing Fair Housing and tenants' rights.

- 6.3.2 Manage and maintain projects. This shall also include providing facility and maintenance support to areas utilized for any onsite service provision that is equivalent to the level of maintenance provided to tenants, not to include janitorial services.
 - 6.3.3 Ensure that staff working in the housing site, including office staff, is introduced to the Supportive Service Provider staff and is aware of the roles and responsibilities of the Supportive Services Provider.
 - 6.3.4 Provide the Supportive Services Provider with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
 - 6.3.5 Establish policies and procedures ensuring that tenants have access to Property Management for routine business during the hours of 8:30 a.m. to 5:30 p.m., Monday through Friday, and desk clerk coverage 24 hours per day.
 - 6.3.6 Establish policies and procedures that provide COUNTY access to a management representative 24 hours per day for emergencies.
- 6.4 Lease Violation Interventions/Eviction Prevention
- 6.4.1 Establish policies to help tenants obtain the appropriate support and services they need to maintain their permanent housing in times of crisis.
- 6.5 Safety, Security, and Emergency Response
- 6.5.1 Provide regular trainings for tenants and staff on basic safety and evacuation procedures.
 - 6.5.2 Post evacuation plans for the housing site and provide Supportive Services Provider staff with copies of current evacuation plans.
 - 6.5.3 Ensure that all onsite staff is trained on when to call emergency medical personnel or the police, and when to communicate with their supervisors and/or the Supportive Services Provider in the event of an emergency.
 - 6.5.4 Maintain an incident and maintenance log and send to the Supportive Services Provider(s).

6.6 Communication

- 6.6.1 Notify COUNTY within 24 hours of any upcoming vacancies in NPLH-funded units.
- 6.6.2 Notify COUNTY when a tenant is displaying behaviors that could jeopardize tenancy such as failure to pay rent or conflicts with property management or other tenants.
- 6.6.3 Notify all Parties of any potential changes to the regular operations of the housing site, or any potential changes or losses of funding that could impact the operations of the housing site.
- 6.6.4 Notify COUNTY within 24 hours of any critical incidents at any NPLH-funded building that results in emergency service response or police action resulting in arrest, loss of life or serious bodily harm.
- 6.6.5 Report any unusual or uncharacteristic: tenant behavior to onsite Supportive Services staff in a timely manner and at weekly meetings.
- 6.6.6 Participate in regular and ongoing (weekly) team meetings which includes a standardized agenda. These meetings should include at a minimum: significant and relevant changes, rent changes, events and activities scheduled at the property, legal notices received by residents, lease violations, eviction updates, resident issues and move-in and outs, as well as Resident Services outreach efforts, referrals, and outcomes.
- 6.6.7 Assure regular training for onsite Property Management staff in safety precautions, trauma informed care, conflict de-escalation and other skills.

Article VII. RESPONSIBILITIES OF THE SUPPORTIVE SERVICES PROVIDER

COUNTY, or other qualified Contractor, shall:

7.1 Supportive Services

- 7.1.1 Provide supportive services through a single fixed Contractor designated to the Project. Case Management staff will be located and provide services onsite.
- 7.1.2 Provide the following supportive services, primarily onsite at the Project:

- 7.1.2.1 Case management is provided onsite;
 - 7.1.2.2 Peer support activities;
 - 7.1.2.3 Mental health care, such as assessment, crisis counseling, individual and group therapy, and peer support groups;
 - 7.1.2.4 Substance use services, such as treatment, relapse prevention, and peer support groups;
 - 7.1.2.5 Support in linking to physical health care, including access to routine and preventative health and dental care, medication management, and wellness services;
 - 7.1.2.6 Benefits counseling and advocacy, including assistance in accessing SSI/SSP, enrolling in Medi-Cal; and
 - 7.1.2.7 Basic housing retention skills (such as unit maintenance and upkeep, cooking, laundry, and money management).
 - 7.1.2.8 Housing stability interventions, including support to prevent housing instability such as lease education or support in response to an identified behavior or barrier impacting housing stability including housing support policy contracts and services plans.
- 7.1.3 Provide directly or coordinate the provision of or referral to the following services, as needed by individual tenants:
- 7.1.3.1 Recreational and social activities;
 - 7.1.3.2 Educational services, including assessment, GED, school enrollment, assistance accessing higher education benefits and grants, and assistance in obtaining reasonable accommodations in the education process;
 - 7.1.3.3 Employment services, such as supported employment, job readiness, job skills training, job placement, and retention services, or programs promoting volunteer opportunities for those unable to work; and
 - 7.1.3.4 Obtaining access to other needed services, such as civil legal services, or access to food and clothing.

7.2 Move-In Process

- 7.2.1 Support potential tenants through the application process, including collecting supporting documentation (Identification, Proof of Income) completing application, and providing mitigating circumstance information (as applicable).
- 7.2.2 Explain to new tenants the roles and responsibilities of Property Management and the Supportive Services Provider and obtain written permission from tenants for Property Management staff to contact the Supportive Services Provider should any behaviors occur (e.g. failure to pay rent or to follow terms and conditions of the lease or the house rules) that could place their housing in jeopardy.
- 7.2.3 Make staff available to support incoming tenants at the time of move-in
- 7.2.4 Supportive Services Staff shall support the tenant at the site to orient him or her to the new building.
- 7.2.5 Orient new tenants to the services available onsite and provide them with information on community resources they may find helpful.
- 7.2.6 Advise tenants of the array of supportive services available and provide the opportunity and strategies to encourage participation in supportive services and receive individual and group services.

7.3 Ongoing Tenancy

- 7.3.1 Ensure that face-to-face contact with each tenant occurs at least one (1) time per month and when requested by Property Management.
- 7.3.2 Develop and maintain a HIPAA-compliant system for identifying each tenant and his/her identified personal and community supports including but not limited to the Supportive Services Provider and assigned clinician/case manager, including contact information.
- 7.3.3 Be knowledgeable of community services and supports including, but not limited to health care, childcare, alcohol and substance abuse treatment, domestic violence, education and/or employment services and self-help groups, and make this information readily available to tenants.
- 7.3.4 In collaboration with each tenant, conduct needs assessments, develop recovery focused service plans and establish appropriate linkage to community-based services such as health care, child care, alcohol and other substance abuse treatment, domestic violence,

education and/or employment services, self-help groups and other services essential for achieving and maintaining independent living, if not otherwise provided through the Supportive Services Provider.

- 7.3.4.1 Transportation will be provided in congruence with Part IV (Transportation Plan) of the project's Supportive Services Plan.
- 7.3.5 Conduct ongoing assessments/evaluations to monitor progress and provide appropriate interventions as needed, including coordination with the Supportive Services Provider.
- 7.3.6 Update residents' service plans at least annually.
- 7.3.7 Coordinate on- or offsite self-help groups and MHSA tenant councils that plan social activities for residents, which include but are not limited to recreational and social events, holiday picnics/barbecues and birthday celebrations.
- 7.3.8 Provide life skills training which includes, but is not limited to, health education, money management, housekeeping, menu planning, meal preparation, and being a good neighbor.
- 7.3.9 Provide Property Management with a list of staff hours and schedule that staff will be on-site and regular supportive service events at each site, and keep this list updated. The anticipated hours of service to be provided are Monday through Friday from 9:00 AM to 5:00 PM and one weekend day of in person coverage, unless otherwise outlined elsewhere for specific services, and 24/7 crisis response.
- 7.3.10 Establish and maintain a tenant council or other structure(s) of NPLH funded tenants to solicit tenant input regarding house policies and rules.
- 7.3.11 Provide mental health services including assessment, individual and group therapy, rehabilitative groups, case management, crisis intervention, medication support, and psychiatric services.
- 7.3.12 Have the capacity to respond 24 hours a day, 7 days a week for crisis intervention as needed.
- 7.3.13 Coordinate and participate as needed (at least once a month) in case conferences with the other members of the tenant's support team to discuss tenants' progress.
- 7.3.14 Collaborate with Property Management and the Supportive Services Provider as needed throughout the week and at least weekly at the

weekly site team meeting by a designated representative of the Provider to ensure that tenants obtain the supports and services they need to maintain their housing.

7.4 Lease Violation Intervention/Eviction Prevention

- 7.4.1 In collaboration with the tenant and Property Management, establish plans to help tenants obtain appropriate support and services they need to maintain their permanent housing in times of crisis (e.g., plans to support people with a history of hoarding get the help they need if they experience a relapse, or policies on contacting a community mental health provider, and/or obtaining immediate emergency assistance in time of crises).
- 7.4.2 Assist tenants in times of crisis to obtain the appropriate support and services they need to maintain their permanent housing, in accordance with the established plans.
- 7.4.3 Access available housing assistance funds to help tenants maintain their housing in times of crisis (e.g., when tenants are absent for some brief period of time due to hospitalization or entry into a rehabilitation program).

7.5 Communication

- 7.5.1 With a signed and legally compliant release of information on file, notify Property Management of any changes in the supportive services package offered to tenants, and any potential changes or losses of funding that could impact the availability of supportive services.
- 7.5.2 Act as a liaison among Property Management and the tenant and the to facilitate the communication of concerns that could jeopardize a tenant's residency;
- 7.5.3 Participate in regular and ongoing (weekly) team meetings which includes a standardized agenda. These meetings should include at a minimum: significant and relevant changes, rent changes, events and activities scheduled at the property, legal notices received by residents, lease violations, eviction updates, resident issues and move-in and outs, as well as Resident Services outreach efforts, referrals, and outcomes.

Article VIII. GENERAL RESPONSIBILITIES OF ALL PARTIES

All Parties shall:

- 8.1 Participate in regular joint meetings of direct service staff, coordinated by COUNTY, on at least a quarterly basis. The purpose of this meeting will be to discuss coordination of services, referrals and vacancies.
- 8.2 Share with each other phone and contact directories of key staff involved with the housing development within their respective organizations (e.g., property managers, maintenance staff, supervisors, case managers, emergency contact phone numbers, etc.). The directory shall include e-mail, fax, and phone numbers where available and appropriate.
- 8.3 Share written policies, procedures and forms for filing complaints, grievances, and incident reports related to owners, managers, or services, including an overview of the reporting structure within each organization.
- 8.4 Respect tenant confidentiality and share confidential information about specific tenants only when they have signed a release of information in a form provided by the COUNTY, or as otherwise allowed by law. All parties agree that their intake and consent documents will disclose to tenants in writing that they live in a supportive housing site in which COUNTY, Property Management and Supportive Services Providers communicate confidential tenant information only when: 1) tenants have signed the above referenced release of information form; or 2) as otherwise allowed by law.
- 8.5 Conduct regular trainings for staff regarding maintaining client/tenant confidentiality and include maintenance of client/tenant confidentiality as a work performance expectation for all appropriate job classifications.
- 8.6 Participate in regular joint meetings of management level staff coordinated by COUNTY. These meetings shall occur at least two times per year, with the annual schedule established in advance.
- 8.7 Reference the *Supportive Housing Property Management Operations Manual* published by the Corporation for Supportive Housing as a guide and reference tool for the successful operation of supportive housing.
- 8.8 Participate in data collection requirements of the NPLH Program, to include information specific to each Party's function (e.g. occupancy reports and participation in services).

Article IX. IMPLEMENTATION AND EVALUATION

- 9.1 Upon the availability of NPLH funded units, COUNTY will coordinate quarterly administrative and programmatic meetings to ensure that all involved parties are in compliance with this MOU and that the units funded

through the NPLH Program are being fully utilized. In addition, the participants will determine strengths and areas needing improvement.

- 9.2 The Parties involved agree to establish the following objectives regarding housing stability, increased skills or income, and self-determination as a means of evaluating the program. These objectives will also be reported at the above quarterly meetings and will be assessed periodically for appropriateness.
- 9.3 The housing project will average a 90% occupancy rate for NPLH funded units over each operating year, subsequent to fully leasing the units;
- 9.4 On an annual basis, Service Provider will meet the following objectives:
 - 9.4.1 85% of residents will maintain their housing for more than one year.
 - 9.4.2 75% of residents who have an individual services plan will accomplish one or more goals, as noted on the plan.
 - 9.4.3 75% of residents who exit housing will secure housing appropriate to their needs (e.g. Independent Housing, move in with family or friends on permanent basis, transition to a level of care appropriate for their needs, etc).
 - 9.4.4 90% of residents housed for at least 6 months will have maximized their income and benefits for which they are eligible or are in the application process.
- 9.5 At least 50% of tenants in NPLH funded units will be engaged in a minimum of 10 hours per week of meaningful activity to include vocational/educational training, volunteering, sheltered or competitive employment or other community integration activities for at least 6 months of the operating year; and
- 9.6 At least 60% of tenants in NPLH funded units will participate in one community building, health promotion or peer activity per month.

Article X. DATA COLLECTION

10.1 Project Sponsor/Developer

The Project Sponsor/Developer shall have the capability to and shall collect, manage and submit data to demonstrate tenant outcomes inclusive of the NPLH guidelines set forth by COUNTY, and HCD.

Project Sponsor/Developer shall work with COUNTY to develop and implement tenant profiling and tracking systems that include tenant characteristics and demographics.

10.2 Supportive Services Provider

The Supportive Services Provider shall comply with the tracking and data collection requirements of the NPLH Program as applicable. The COUNTY shall work with Project Sponsor/Developer to develop and implement tenant profiling and tracking systems that include collection and reporting of data on the outcomes, method of monitoring the quality of services provided, and survey instruments.

Article XI. INDEMNIFICATION

11.1 Each party shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this MOU. In addition, each party shall indemnify, defend and hold harmless the other parties, their respected elected and appointed officials, directors, officers, agents, employees and volunteers (“Indemnified Parties”), from any and all claims, demands, costs (including attorney fees), expenses, judgments, liability, loss, injury, or damages arising out of or in connection with such parties performance or non-performance of its obligations under this MOU, excepting only loss, injury, or damage caused by the negligence or willful misconduct of the Indemnified Party.

11.2 Each indemnifying party shall, at its own expense, defend any and all such actions, and shall at its own expense pay all costs (including attorney fees), and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against any party in any such action each party shall at its own expense satisfy and discharge same; provided, however, that the Indemnified Parties shall reimburse the indemnifying party, based upon their own respective portion, if any, of the comparative negligence or willful misconduct of the Indemnified Parties, if any, for all damages, losses, expenses and defense costs. Each party’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this MOU for the full period of time allowed by law.

Article XII. RECORDS AND AUDITS

12.1 The qualified borrower receiving funding from the application to HCD shall establish and maintain, on a current basis, an accounting system in

accordance with generally accepted accounting principles and standards as well as all federal, State and local requirements.

- 12.2 Property Management shall allow the COUNTY, California Department of Housing and Community Development, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Property Management's performance under this MOU, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by Property Management and its subcontractors pertaining to such services at any time as permitted by state and federal laws. Property Management shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this MOU or in the event Property Management has been notified that an audit or investigation of this MOU has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230[c]{3}{i-iii}.) Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Property Management's or a subcontractor's performance under this MOU including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Any failure or refusal by Property Management to permit access to records by the COUNTY, California Department of Housing and Community Development, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this MOU, any controlling State agreement, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this MOU. Property Management shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after the expiration or earlier termination of this this MOU (Government Code, Section 8546.7).

Article XIII. INDEPENDENT CAPACITY

All parties in the performance of this MOU will be acting in an independent capacity. Therefore, the employees or agents of one Party shall not be deemed

or construed to be the agents or employees of the other Parties for any purpose whatsoever.

Article XIV. MODIFICATIONS

All modifications to this MOU shall be in writing and must be approved by all Parties.

Article XV. APPLICABLE LAWS

The Parties shall comply with all applicable Federal, State and local laws, as well as new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this MOU.

Article XVI. COMPLETE AGREEMENT

This MOU contains the full and complete agreement among the Parties.

Article XVII. TERMINATION

Notwithstanding existing contracts with any party, the following termination clause applies:

This MOU may be terminated at any time by any Party upon giving a minimum of sixty (60) days' notice in writing or until a new party has been put into place to serve in the same capacity as the terminating party, whichever is sooner.

Article XVIII. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to COUNTY shall be addressed as follows:

YOLO COUNTY
HEALTH AND HUMAN SERVICES AGENCY
137 N. Cottonwood St., Suite 2500
WOODLAND, CA 95695
ATTN: KAREN LARSEN

Or to such other location as the COUNTY directs.

Notices to Mercy Housing Corporation 87 L.P. shall be addressed as follows:
MERCY HOUSING
2512 River Plaza Drive, Suite 200
Sacramento, CA 95833

Notices to MERCY HOUSING MANAGEMENT GROUP shall be addressed as follows:
MERCY HOUSING MANAGEMENT GROUP
2512 American River Dr. #200
Sacramento, CA 95833

Article XIX.


This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated herein above.

PROJECT SPONSOR/DEVELOPER:

COUNTY OF YOLO

MERCY HOUSING CALIFORNIA 87, L.P.

By: 

By: 

Stephan Daues, Vice President

Jim Provenza, Chair

Mercy Housing California, California
Nonprofit Public Benefit Corporation,

Board of Supervisors

Its Managing Member

Date: 9/29/21

Date: 09/14/21

PROPERTY MANAGEMENT

By: 

Mercy Housing Management Group, Inc., a
Nebraska not-for-profit corporation



Karen Larsen, Director

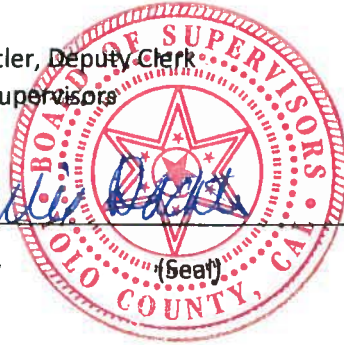
Health and Human Services Agency

Attest:

Julie Dachtler, Deputy Clerk
Board of Supervisors


By: 

Deputy



Approved as to Form:

Philip J. Pogledich, County Counsel


By: _____

Kimberly Hood, Asst. County Counsel