

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 1/6/16

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

406



**FROM:** Riverside University Health System - Behavioral Health

**SUBMITTAL DATE:**  
 December 23, 2015

**SUBJECT:** Approval of the Cooperative Agreement between the Riverside University Health System - Behavioral Health (RUHS-BH), Hyder & Company, Perris Family Apartments and Anka Behavioral Health, Inc. to provide Supportive Permanent Housing Services in Connection with Mental Health Services Act (MHSA) Housing Program. (District: 5) [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approval of Cooperative Agreement between RUHS-BH, Hyder & Company, Perris Family Apartments and Anka Behavioral Health, Inc.;
2. Authorize the Chairman of the Board of Supervisors to execute the Cooperative Agreement;
3. Authorize the Director of RUHS-BH to sign annual renewals and/or subsequent ministerial agreements between RUHS-BH and all parties of the Cooperative Agreement; and
4. Retain one (1) copy of each signed agreement page and return four (4) original copies of each signed agreement page to RUHS-BH for distribution.

(Continued on page 2)

SS:TJ

*Steve Steinberg*

Steve Steinberg, Interim Director  
 Behavioral Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Budget Adjustment: NO  
 For Fiscal Year: 15/16

**C.E.O. RECOMMENDATION:** APPROVE  
*Christopher M. Hans*  
 County Executive Office Signature BY: Christopher M. Hans

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-34 6/30/2015 | District: 5<sup>th</sup> | Agenda Number:

3-23

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Approval of the Cooperative Agreement between the Riverside University Health System - Behavioral Health (RUHS-BH); Hyder & Company; Perris Family Apartments and Anka Behavioral Health, Inc. to provide Supportive Permanent Housing Services in Connection with Mental Health Services Act (MHSA) Housing Program. (District: 5) [\$0]

**DATE:** December 23, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

On December 17, 2013, (3-35), the Board of Supervisors approved five (5) separate Cooperative Agreements between RUHS-BH, formerly known as the Department of Mental Health, and ConAm Management Corporation and MV Rancho Dorado II LP for Rancho Dorado North; ConAm Management Corporation and Menifee Vineyards LP for The Vineyards at Menifee; ConAm Management Corporation and Thousand Palms Apartments LP for Legacy; ConAm Management Corporation and Riverside Cedar Glen Partners LP for Cedar Glen; and USA Multi-Family Management, Inc. and Verbena Apartments LP for Verbena Crossing. On June 30, 2015, (3-34), the Board authorized the Director of RUHS-BH to sign annual renewals and/or subsequent ministerial amendments between RUHS-BH and all parties of the Cooperative Agreement, in which there is no change in the financial terms of the Agreement.

RUHS-BH will partner with Anka Behavioral Health, Inc, Hyder & Company and Perris Family Apartments L.P., owned by Coachella Valley Housing Coalition, to provide fifteen (15) supportive housing units within their seventy-five (75) unit affordable housing community. The supportive housing units will serve adults, transition age youth, children and families, who are very low income and are experiencing severe and persistent psychiatric problems.

Therefore, RUHS-BH is requesting that the Board of Supervisors approve the Cooperative Agreement with Perris Family Apartments and authorize the Director of RUHS-BH to sign annual renewals and/or subsequent ministerial amendments. This will expedite processing of renewals and amendments and enable the Department to accommodate consumers in a timely manner.

**Impact on Citizens and Businesses**

The Cooperative Agreements establish the roles and responsibilities of the RUHS-BH and the respective property management companies and ownership entities. RUHS-BH does not enter into any direct agreements or contracts with those entities beyond the scope of the Cooperative Agreement. These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

## **COOPERATIVE AGREEMENT**

**PARTIES:** **COUNTY OF RIVERSIDE,  
DEPARTMENT OF MENTAL HEALTH**

**AND**

**ANKA BEHAVIORAL HEALTH, INCORPORATED**

**AND**

**HYDER & COMPANY**

**AND**

**PERRIS FAMILY APARTMENTS, L.P.**

**TYPE OF SERVICE:** **MANAGEMENT OF FIFTEEN UNITS OF  
SUPPORTIVE PERMANENT HOUSING WITHIN  
AN AFFORDABLE HOUSING PROJECT KNOWN  
AS PERRIS FAMILY APARTMENTS**

THIS COOPERATIVE AGREEMENT, hereinafter referred to as AGREEMENT, is entered into by and between the County of Riverside, California (hereinafter "COUNTY"), on behalf of its Department of Mental Health (hereinafter "DMH), Anka Behavioral Health, Incorporated. (hereinafter ANKA), Hyder & Company (hereinafter "HYDER") and Perris Family Apartments, L.P. (hereinafter "PARTNERSHIP") for the management of fifteen units of supportive housing within a 75 unit affordable housing project known as Perris Family Apartments (hereinafter "PROJECT"), and is based on the following representations and statements of purpose:

WHEREAS, the California Department of Health Care Services ("DHCS"), formerly the California State Department of Mental Health, has allocated \$133,333,700 in Mental Health Services Act (MHSA) funds statewide to develop permanent supportive housing for extremely low-income people with psychiatric disabilities or serious emotional disturbance; and

WHEREAS, DHCS has allocated a maximum of \$19,077,100 of MHSA Funding to Riverside County to invest in housing development for adults, transition age youth, and children and families who are eligible to be served in DMH-designated Full Service Partnership (FSP) type programs due to experiencing serious psychiatric disabilities and/or emotional disturbance and are homeless, at risk of homelessness and/or have been inadequately or ineffectively served in traditional treatment which has resulted in repeated psychiatric hospitalizations or incarcerations related to ineffectively treated illness(es); and

WHEREAS, DMH seeks to expand the supply of acceptable, affordable housing for eligible adults, transition age youth, and children and families with low and very-low qualifying incomes through an agreement with PARTNERSHIP; and

WHEREAS, PARTNERSHIP has agreed to develop the PROJECT using MHSA funds that were allocated to DMH, which funds were held by the California Housing Finance Agency (CalHFA) on behalf of DMH, and to perform construction and related activities as described herein; and

WHEREAS, PARTNERSHIP has entered into an agreement with HYDER to manage the PROJECT and carry out the performance of the responsibilities of the PARTNERSHIP as described herein as it relates to the maintenance of the PROJECT and the leasing of the MHSA supportive permanent housing units; and

WHEREAS, DMH has entered into an agreement with ANKA to provide various mental health services at the PROJECT;

NOW, THEREFORE, the COUNTY, ANKA, HYDER and the PARTNERSHIP mutually agree as follows:

**I. GENERAL STATEMENT OF FACTS:**

The PROJECT is located at the corner of Jarvis Street and Ruby Road in the City of Perris, California. The project involves the construction, development and operation of new multi-family rental housing units on this property.

The PROJECT shall consist of a total of seventy-five (75) multi-family affordable rental housing units. There will be one (1) manager's unit along with fifty-nine (59) units designated as affordable general population units and fifteen (15) units that are set-aside for DMH consumers certified to be eligible for MHSA supportive permanent housing, subject to applicable rules and regulations of the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended) (hereinafter Fair Housing Act), the California Tax Credit Allocation Committee and others, as applicable.

During the 55-year affordability period, rents on the MHSA units will be limited to the greater of: a) 30% of 50% of the Area Median Income (AMI) as defined by the Department of Housing and Urban Development and revised from time to time or b) thirty percent (30%) of fifty percent (50%) of AMI, adjusted for number of bedrooms, household size and applicable utility allowances, as specified by the MHSA Regulatory Agreement and applicable MHSA and DMH rules and regulations.

The PROJECT shall include one (1), two (2) and three (3) bedroom rental units of which 14 one-bedroom units and 1 two-bedroom unit will be made available to MHSA qualified tenants and will be located throughout the PROJECT and not clustered into a defined area or building.

The PROJECT will be fenced and gated and will include a 2,500 square foot community building. The apartment community will include on-site management with a 24 hour emergency number posted, automobile entry gates, perimeter fencing and pedestrian gates. Common area security cameras will be located throughout the community. Each unit 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 patio or balconies (depending on floor level) and outdoor storage facilities along with wall-to-wall carpeting and blinds, pantry cabinets.

The PARTNERSHIP and DMH have mutually developed and submitted an application for MHSA permanent supportive housing funds for approval to DHCS and CalHFA for a total MHSA Housing Permanent Loan of \$2,497,992. The application has been approved, funds have been disbursed, and a MHSA Housing Permanent Loan has been provided to PARTNERSHIP.

## **II. DUTIES AND RESPONSIBILITIES:**

- A. GENERAL. All parties agree that diligent efforts should be made to keep open lines of communication and to ensure mutual accountability in carrying out each of the separate roles and functions of each party. All parties agree to do the following:
1. Share contact information of key staff involved with the PROJECT with each other and within each respective organization. Contact information should include e-mail and telephone contacts and fax numbers and shall be updated annually.
  2. Share written policies, procedures and forms for filing complaints, grievances and incident reports relating to the PROJECT.
  3. Conduct ongoing trainings and provide guidance to staff regarding maintenance of confidentiality and include confidentiality as a work performance expectation for all appropriate job classifications.
  4. Conduct regular joint meetings of senior or executive management of DMH, the PARTNERSHIP, HYDER and ANKA. These meetings will be coordinated by DMH and will occur at least two times per year, with the annual schedule established by mutual agreement at the beginning of each calendar year. Establishing and scheduling these meetings each year for the upcoming year is a condition of renewing this AGREEMENT. Refer to Exhibit B.
  5. Cooperate with each other and with the tenant to ensure that a smooth and successful move-in process takes place and that communication takes place to explain the expectations of tenancy, the availability of supportive services and the opportunities for personal and social engagement that are available at the PROJECT. In addition, parties must cooperate to arrange for the transfer and placement of the tenants' furnishings and personal property in the tenant's unit to the greatest extent possible.
  6. Be prepared for security threats, emergencies and disasters in order to reduce the risk of harm to tenants and staff. This will include providing regular trainings for tenants and staff on basic safety and evacuation procedures, crisis

management, conflict resolution and de-escalation.

B. PARTNERSHIP RESPONSIBILITIES. The responsibility of constructing, operating and maintaining the PROJECT will be the sole responsibility of the PARTNERSHIP. Operating and maintaining the PROJECT shall be carried out through the services of HYDER pursuant to a separate agreement between PARTNERSHIP and HYDER or its successor.

1. The PARTNERSHIP, through the management services of HYDER, will maintain and operate all units of the PROJECT, a total of seventy-five (75) multi-family affordable housing units, of which sixty (60) will be affordable general population units and fifteen (15) shall be set-aside for DMH consumers certified to be eligible for MSHA supportive permanent housing units (subject to applicable rules and regulations of the California Tax Credit Allocation Committee and the Fair Housing Act). During the affordability period of not less than 55-years as defined herein, the DMH, HYDER and the PARTNERSHIP all mutually agree that the rents for eligible MSHA tenants shall be as described in Section I.
2. The presence of a HOME Loan Agreement or California Tax Credit Allocation Committee Regulatory Agreement or other agreements may impose other rent and income restrictions on some or all of the MSHA regulated units.
3. The “affordability period” stated herein is defined as the term of the MSHA Loan from CalHFA.
4. The PARTNERSHIP and/or HYDER shall be responsible for the maintenance of the common grounds of the PROJECT. The common grounds include, but are not limited to, outside and inside fixtures (excluding light bulbs), walls and other such common areas that are not regarded as part of or under the control of the tenant’s possession, landscaping, walkways, parking areas, refuse/dumpster areas, car ports the community building, irrigation systems, pool/spa, recreation areas and equipment.
5. The PARTNERSHIP and/or HYDER shall comply with all applicable licensing regulations including, but not limited to, the requirements of any federal, state, county or local agency.
6. The PARTNERSHIP will dedicate fifteen undesignated units that will be “floating units,” located throughout the PROJECT for pre-certified candidates of DMH. The term “floating units” refers to the fact that the designation of specific units for occupancy by MSHA eligible residents is expected to change from time to time, as MSHA and non-MSHA residents vacate units, to avoid any permanent designation of specific units as MSHA units and the labeling and presumption of those units as MSHA units. In addition, floating units are intended to be randomly located throughout the PROJECT and not be clustered into a defined area, building or series of buildings.

7. All candidates seeking MHSA occupancy in the PROJECT who are not directly referred by DMH will be sent to DMH by HYDER for screening. This includes candidates applying directly to the PARTNERSHIP, directly to HYDER or at the PROJECT.
8. The PARTNERSHIP and HYDER shall develop and conduct PROJECT marketing in accordance with applicable funding and Fair Housing Act provisions.
9. The PARTNERSHIP and HYDER shall develop tenant selection criteria in partnership with DMH that are consistent with applicable provisions of the Fair Housing Act, Low Income Housing Tax Credit requirements and MHSA funding provisions. PARTNERSHIP and HYDER are required to understand and comply with the various income and rent requirements associated with the PROJECT. Subject to applicable Low Income Housing Tax Credit requirements, MHSA tenants should not be excluded from eligibility due to their income level. This includes a notification, appeal and reasonable accommodation process for applicants denied tenancy.
10. The PARTNERSHIP and HYDER shall consistently apply tenant selection criteria in accordance with all applicable provisions of the Fair Housing Act and/or the requirements of applicable project funder(s) when considering tenancy for all MHSA housing unit applicants.
11. The PARTNERSHIP and/or HYDER shall notify DMH within three (3) business days when an occupant of a MHSA unit leaves the PROJECT or ends his/her tenancy for any reason. Refer to Exhibit C.
12. The PARTNERSHIP and HYDER shall provide assistance needed by applicants who have been screened by DMH. Such assistance shall include, but not be limited to, arrival or first day orientation and coordination with DMH and ANKA supportive services staff to facilitate the move-in process.
13. The PARTNERSHIP shall provide on-site office space for ANKA Supportive services staff to conduct individual and confidential meetings with MHSA unit occupants.
14. The PARTNERSHIP, HYDER and ANKA shall collaborate with DMH programs, including the Homeless/Housing Opportunity, Partnership and Education (hereinafter "HHOPE") program and other supportive service provider(s), if applicable, to support tenants, resolve issues as they emerge, and monitor activities at the PROJECT to ensure that services and supports consistent with the provisions of the AGREEMENT are maintained and provided. Meetings among senior or executive management level personnel of the PARTNERSHIP, HYDER, ANKA and the DMH program will take place no less frequently than twice a year. Refer to Exhibit B.
15. The PARTNERSHIP agrees to immediately notify DMH of any change in its

legal status. Refer to Exhibit C.

16. The PARTNERSHIP agrees to provide as much notice to DMH as reasonably possible of any intention to terminate its agreement with HYDER., but not less than (10) days' notice. The PARTNERSHIP further agrees to immediately consult with DMH, upon providing such notice, about the selection of a successor to HYDER that is acceptable to DMH. Refer to Exhibit C.
17. The PARTNERSHIP shall keep DMH fully informed about information that is relevant to the successful and effective operation of the PROJECT and shall immediately notify DMH of any legal action or financial event that could materially adversely affect the PROJECT or its continuity of operations. Refer to Exhibit C.
18. The PARTNERSHIP agrees to provide an authorized representative to ANKA, HYDER and DMH who will perform the following functions in matters pertaining to the PROJECT:
  - a. Establish policies and procedures pertaining to the PROJECT in consultation with representatives of HYDER, ANKA and DMH.
  - b. Respond to complaints and concerns from all parties, including tenants.
  - c. Collaboratively advocate for continued funding and services for the PROJECT
  - d. Attend meetings when and as convened by DMH, including those identified in Section II A 4. Refer to Exhibit B.

C. ANKA RESPONSIBILITIES. ANKA is the main provider of Full Service Partnership services to MHSA tenants at the PROJECT in accordance with existing contractual arrangements with DMH and subject to the information more fully described below.

1. ANKA will provide on-site full-service supportive services to MHSA tenants by assigning one full-time equivalent (FTE) staff member to the PROJECT. The FTE staff member will provide services on a regular schedule from Monday through Friday on regular business days and during regular business hours that comprises a 40 hours per week schedule. The ANKA FTE staff member shall be dedicated to support MHSA tenants. Services will be provided at on-site and off-site locations and will include, but not be limited to, intensive case management, goal planning, education, training and support of life skills development, direct provision or linkage to vocational and educational services, assistance with developing and processing requests for reasonable accommodation, active linkage to medical care, mental health assessment and treatment that includes psychiatric and medication services and linkages to psychiatric and medication services, eviction prevention, transportation, substance use services, social and community building activities, wellness and recovery groups, peer support, 24/7 tenant support, community based activities and other supports and activities that will promote tenant self-sufficiency, independence and community integration.



2. ANKA shall be affiliated with DMH full-service programs designed to meet the needs of the MHPA consumer/tenant age groups including transition age youth (TAY, up to age 25), adults (ages 18 through 59) and older adults (age 60 and over).
3. The services provided by ANKA under this agreement will be performed by trained and licensed staff. Regular supervision of ANKA staff will be conducted by ANKA. Incidents involving ANKA staff that require intervention of a supervisor will be reported to DMH within 48 hours of their occurrence. Refer to Exhibit C.
4. ANKA shall provide client-level information, data, outcomes and other information on a monthly basis and as requested from time to time by DMH. The report will also include aggregated, anonymous information that outlines the number of tenants participating in services, demographics of tenants, changes in tenant status and other relevant information. Refer to Exhibits B and C.
5. ANKA agrees to meet with a representative of HYDER and DMH (either in-person or via teleconference) on a monthly basis or more often as mutually agreed. Refer to Exhibits B and C.
6. ANKA agrees to provide service staff that will assist tenants with the move-in process and, if a determination is made that the tenant is not ready for move-in for reasons of insufficiency of funds, lack of furnishings or other reasons, will notify DMH to coordinate a resolution.
7. ANKA agrees to provide its staff with support and training around identifying conduct or behavioral issues of tenants that could indicate a relapse or symptom exacerbation, subject to the limitations specified in Section VIII.
8. ANKA agrees to notify DMH whenever there is any change or discontinuation of services that could adversely affect the tenant or any conduct or behavioral issues of any tenants that could result in the termination of the tenant's lease. Refer to Exhibit C.
9. ANKA shall help tenants find alternative accommodations if eviction or voluntary departure occurs.
10. ANKA agrees to provide an authorized representative to the PARTNERSHIP, HYDER and DMH who will perform the following functions in matters pertaining to the PROJECT:
  - a. Establish policies and procedures pertaining to the PROJECT in consultation with representatives of the PARTNERSHIP, HYDER and DMH.
  - b. Respond to complaints and concerns from all parties, including tenants.

- c. Collaboratively advocate for continued funding and services for the PROJECT.
- d. Attend meetings when and as convened by DMH, including those identified in Section II.A.4. Refer to Exhibit B.

#### D. HYDER RESPONSIBILITIES.

1. The services provided by HYDER under this agreement will be performed by properly trained and licensed staff.
2. HYDER agrees to attend regularly scheduled meetings (either in-person or via teleconference) with ANKA and DMH at least monthly or more often, upon mutual agreement of the parties. Records of these meetings shall be kept using the format provided as Exhibit A or a similarly constructed agenda.
3. HYDER agrees to bring current MHSA tenant information (including the current rent roll) along with information about tenant notices served, behavioral issues, delinquency notices, eviction notices, housing quality standards and other service referrals and to provide this information to ANKA and DMH as requested and as more fully specified in Exhibit C.
4. HYDER agrees to contact ANKA and DMH when it reasonably believes a tenant's health, safety or housing are at risk. Refer to Exhibit C.
5. HYDER agrees to work closely with the authorized representative of the PARTNERSHIP to handle issues at the PROJECT site, when appropriate.
6. HYDER shall ensure that its staff members working at the PROJECT are aware of the roles, responsibilities and personnel of HYDER, ANKA and DMH. HYDER also agrees to ensure that all on-site staff are trained about when to call police and emergency responders and when to communicate with their supervisors, ANKA and DMH in the event of an emergency.
7. HYDER agrees to notify ANKA and DMH whenever it becomes aware of conduct or behavioral issues of any MHSA tenant(s) that could result in the termination of the tenant's lease. Refer to Exhibit A.
8. HYDER agrees to notify ANKA and DMH of the processing of notices, responses and court dates relating to any eviction proceeding and, if eviction is successful, notification of the lockout date. Refer to Exhibits A and C.
9. HYDER agrees to provide an authorized representative to the PARTNERSHIP, ANKA and DMH who will perform the following functions in matters pertaining to the PROJECT:
  - a. Establish policies and procedures pertaining to the PROJECT in consultation with representatives of the PARTNERSHIP, ANKA and DMH.

- b. Respond to complaints and concerns from all parties, including tenants.
- c. Collaboratively advocate for continued funding and services for the PROJECT
- d. Attend meetings when and as convened by DMH, including those identified in Section II.A.4. Refer to Exhibit B.

#### E. DMH RESPONSIBILITIES

1. DMH will screen for MHSA housing eligibility for all candidates referred to DMH for housing from DMH programs or referred by ANKA or by the PARTNERSHIP.
2. DMH will establish and maintain a centralized certification of eligibility for MHSA housing process and waiting list of certified applicants.
3. DMH will be responsible for ensuring that coordination and implementation of provisions of the AGREEMENT are achieved and maintained. This includes coordinating meetings no less than two times per year among senior or executive management level personnel and collaborating with the PARTNERSHIP, ANKA and HYDER to develop PROJECT policies and procedures as issues emerge.
4. DMH shall provide 24/7 support HYDER to facilitate timely resolution of tenant issues and to ensure effective coordination with DMH program provider(s). Refer to Exhibit B.
5. DMH shall be responsible for recording, tracking and reporting all PROJECT performance outcome data to DHCS as required. DMH is also responsible for submitting an annual Supportive Services Budget and staffing ratio report to State DHCS for review and approval.
6. DMH agrees to work with ANKA and HYDER to ensure a high quality of supportive housing services for MHSA tenants.
7. DMH will provide notification to ANKA and HYDER as new policies and guidance relating to the PROJECT are provided by DHCS.

### **III. PRIOR DMH APPROVAL**

- A. DMH shall review and approve in advance all special needs and reasonable accommodation plans relevant to the needs of MHSA tenants as prepared and submitted by HYDER and ANKA. Revisions and changes are to be submitted to DMH by PARTNERSHIP and HYDER as applicable. Refer to Exhibit C.
- B. DMH notification and approval is required for any material change in the execution of services by HYDER under this agreement and for any action that could result in the termination, suspension or discontinuity of services provided by HYDER.

**IV. TERM OF AGREEMENT**

The term of this AGREEMENT shall be for a period of 55 years commencing upon the date of the issuance of the Certificate of Occupancy for the PROJECT and/or the execution by the Riverside County Board of Supervisors, of all of the documents relating to PROJECT, including this AGREEMENT, and all other related documents with attachments between DMH and the PARTNERSHIP, whichever is later. For the 55- year period of this AGREEMENT, all applicable Parties agree that this document will be renewed annually in January of each year by mutual, written consent and signatures by all parties involved. Approval will be evidenced by execution of the Annual Renewal Agreement provided as Exhibit B. The Director of the Riverside County Department of Mental Health, or his or her designee, has the delegated authority and is authorized to extend the term of this AGREEMENT.

**V. REIMBURSEMENT/PAYMENT**

The PARTNERSHIP and the DMH agree that there will be no exchange and/or receipt of payment from or to the PARTNERSHIP, HYDER, or the DMH associated with or for the fulfillment and performance of the duties and responsibilities specifically and expressly outlined in this AGREEMENT, other than the management fee provided to HYDER through its agreement with the PARTNERSHIP. Funds to be used as a subsidy from time to time for MHSA residents will be obtained from DMH funds provided to and maintained by CalHFA.

**VI. TERMINATION OF THE AGREEMENT**

Any party may terminate this AGREEMENT upon breach of the agreement by any 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 thirty (30) days of delivery of the notice of breach, or such longer period as is necessary to cure the breach. Any termination requires prior notice to State DHCS and CalHFA. A copy of all notices delivered to the PARTNERSHIP shall be delivered at the same time to the parties identified in Section IX, Part B. Any cure of a breach under this AGREEMENT by the PARTNERSHIP'S limited partner shall be treated as if such cure was made by the PARTNERSHIP. Such termination by the noticing party shall be effective at the end of the cure period if no cure has been commenced. In addition, the following occurrences will give DMH the right to terminate this Agreement:

- A. In the event a petition for the adjudication of the PARTNERSHIP, HYDER or ANKA is filed for voluntary or involuntary bankruptcy, which is not dismissed within sixty (60) days.
- B. In the event that the PARTNERSHIP makes a general assignment or the PARTNERSHIP interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors. Notwithstanding the foregoing, a transfer of the limited partnership interest in the PARTNERSHIP and the removal of the general partnership interest in the PARTNERSHIP in accordance with the Amended and Restated Agreement of Limited Partnership of the PARTNERSHIP shall not

constitute a default or result in the termination of this Agreement.

- C. In the event of abandonment of the PROPERTY by the PARTNERSHIP.
- D. An event of default by the PARTNERSHIP occurs under the MHSA Regulatory Agreement and continues after the expiration of the applicable cure period.
- E. In the event HYDER terminates its involvement with the PROJECT and is not replaced by the PARTNERSHIP within a reasonable amount of time with a qualified property management company that is approved by DHCS, CalHFA and DMH, to the extent such approval is required. The PARTNERSHIP has a duty to notify DHCS, CalHFA and DMH of such termination in accordance with other provisions of the agreement. Refer to Exhibit C.

## **VII. FINANCIAL RECORDS**

- A. The PARTNERSHIP 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 DMH, and any State and/or Federal governing agencies.
- 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 by the PARTNERSHIP and/or HYDER as follows:
  - (i) A period of at least six years following the due date (with extensions) for the filing of the Federal income tax return for that year (for each year except the first year of the Credit period, as defined in documents provided to the California Tax Credit Allocation Committee (CTCAC) and its administrative and regulatory bodies; and
  - (ii) For the first year of the Credit period, as defined in documents provided to CTCAC and its administrative and regulatory bodies, a period of at least six years following the due date (with extensions) for filing the Federal income tax return for the last year of the compliance period of the building, as defined in documents provided to CTCAC and its administrative and regulatory bodies.

## **VIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

- A. If and when applicable, the PARTNERSHIP in this AGREEMENT is subject to, and shall cause HYDER to comply with, all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The PARTNERSHIP hereby agrees, and shall cause HYDER, to cooperate in accordance with the terms and intent of this AGREEMENT for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The PARTNERSHIP further agrees that it shall be,

and shall cause HYDER to be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All privacy complaints should be referred to:  
Riverside County Dept. of Mental Health  
Attn: Mary Stetkevich  
4060A County Circle Drive  
Riverside, CA 92503  
(951) 358-4521

B. Confidentiality

The PARTNERSHIP agrees to, and shall cause HYDER to, maintain the confidentiality of all mental health and/or substance abuse client information in accordance with all applicable Federal, State and local laws and regulations. The PARTNERSHIP will ensure, and will cause HYDER to ensure, that names, addresses, phone numbers, and any other individually identifiable information concerning mental health and/or substance abuse clients and the services they may be receiving are kept confidential. Applicable confidentiality laws include, but may not be limited to, California Welfare & Institution Code, Section 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2. The DMH will notify the DMH Compliance Officer of any breach of applicable confidential laws referenced herein.

- C. Each party agrees that it will not at any time disclose confidential information, material(s), report(s) or other types of written or verbal information to any other party to this AGREEMENT without the consent of the tenant/client unless such disclosure is authorized or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this AGREEMENT.

**IX. ALTERATION OF TERMS AND ENTIRE AGREEMENT**

- A. The body of this AGREEMENT along with all incorporated attachment(s), fully expresses all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. No addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by DMH, the PARTNERSHIP, ANKA and HYDER.
- B. All notices pertaining to this AGREEMENT shall be sent to the following:

**DMH**

Deputy Director - Housing  
Riverside County Department of Mental Health

4095 County Circle Drive  
Riverside, CA 92503  
Tel: (951) 358 - 4500  
e-mail: Not available

Fax: (951) 358 - 4313

### **ANKA**

Anka Behavioral Health, Incorporated  
Martin Giffin, PhD  
P. O. Box 3868  
Hemet, CA 92546  
Tel: (951) 929 - 2744  
e-mail: mgiffin@ankabhi.org

Fax: (951) 925 - 3687

### **HYDER**

Hyder & Company  
1649 Capalina Road, Suite 500  
San Marcos, CA 92069  
Tel: (760) 591 - 9737  
e-mail: gdaprato@hyderco.com

Fax: (760) 591 - 9784

### **PARTNERSHIP**

Coachella Valley Housing Coalition  
45701 Monroe Street, Suite G  
Indio, CA 92201  
Tel: (760) 347 - 3157  
e-mail: pedro.rodriguez@cvhc.org

Fax: (760) 342 - 6466

with a copy to:

Wells Fargo Affordable Housing Community Development Corporation  
MAC D1053-170  
301 South College Street, 17<sup>th</sup> Floor  
Charlotte, NC 28202 - 6000  
Attention: Director of Asset Management

and

Judith Crosby  
Kutak Rock LLP  
1650 Farnam Street  
Omaha, NE 68102  
Tel: (402) 346 - 6000  
(402) 231 - 8973 (direct dial)

Fax: (402) 346 - 1148

**State Department of Health Care Services**  
Program Outcomes, Evaluation and Reporting Section  
Mental Health Services Division  
Fiscal Management and Outcomes Reporting Branch  
California Department of Health Care Services  
1500 Capitol Avenue, MS 2704  
P. O. Box 997413  
Sacramento, CA 95899 – 7413

**California Housing Finance Agency**  
Multifamily Asset Management Division  
P. O. Box 4034  
Sacramento, CA 95812 - 4034

**X. MISCELLANEOUS PROVISIONS**

- A. **ASSIGNMENT:** This AGREEMENT shall not be assigned by the PARTNERSHIP, HYDER or ANKA, either in whole or in part, without prior written consent of DMH, California DHCS and CalHFA. Any assignment or purported assignment of this AGREEMENT by the PARTNERSHIP, HYDER or ANKA without the prior written consent of DMH, California DHCS and CalHFA will be deemed void and of no force or effect. Notwithstanding the foregoing, the transfer of the PROJECT to Coachella Valley Housing Coalition (CVHC), the General Partner of the PARTNERSHIP, pursuant to an option or right of first refusal granted pursuant to the organizational documents of the PARTNERSHIP shall be permitted without the consent of DMH on the condition that CVHC assume all of the responsibilities and obligations of the PARTNERSHIP under this agreement.
- B. **LICENSE AND CERTIFICATION:** The PARTNERSHIP, HYDER and ANKA verify upon execution of this AGREEMENT, possession by current and valid license(s), permit(s) and other governmental approvals to be in compliance with any local, State, and Federal laws.
- C. **SEVERABILITY:** If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- D. **COMPLIANCE:** The PARTNERSHIP, HYDER and ANKA warrants and certifies that, in the performance of this AGREEMENT, they shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The PARTNERSHIP, HYDER and ANKA further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this AGREEMENT.



- E. HOLD HARMLESS - INDEPENDENT THE PARTNERSHIP, HYDER AND ANKA. It is understood and agreed by the parties that the PARTNERSHIP, HYDER and ANKA are independent entities and that no relationship of employer - employee exists between DMH and the parties hereto outside of what is explicitly declared and outlined in this AGREEMENT. The PARTNERSHIP, HYDER and ANKA shall not be entitled to any benefits payable to employees of DMH, including County Workers' Compensation Benefits. DMH is not required to make any deductions from the compensation payable, if any, to the PARTNERSHIP, HYDER and ANKA under the provisions of this AGREEMENT. As independent entities, the PARTNERSHIP, HYDER and ANKA hereby hold DMH harmless from any and all claims that may be made against DMH based upon any contention by any third party that an employer - employee relationship exists by reason of this AGREEMENT.

## **XI. INSURANCE - INDEMNIFICATION**

- A. The PARTNERSHIP, HYDER and ANKA shall indemnify and hold DMH, its officers, agents and employees, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any acts or omission of the PARTNERSHIP and/or HYDER, and/or ANKA relating to or in any way connected with or arising from the accomplishment of the work by the PARTNERSHIP and/or HYDER and/or ANKA except to the extent such liability was the result of the gross negligence or willful misconduct of DMH or its officers, agents and employees.
- B. Without limiting the indemnification of the COUNTY or DMH by PARTNERSHIP, HYDER or ANKA, the PARTNERSHIP shall maintain in force at all times during the term of this AGREEMENT, insurance policies or a program of self-insurance evidencing coverage during the entire term of the AGREEMENT as follows:
1. General Liability insurance in the amount of not less than \$1,000,000 per occurrence and aggregate, when PARTNERSHIP, HYDER or ANKA performs any professional services;
  2. Workers' Compensation insurance in accordance with statutory requirements; and
  3. Insurance in an amount no less than \$ 1,000,000 combined single limit for damage to property and injury to persons if motor vehicles are used pursuant to this AGREEMENT.

## **XII. JURISDICTION, VENUE, ATTORNEY'S FEES**

Should a dispute arise pertaining to this AGREEMENT, it is to be construed under the laws of the State of California. All parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the AGREEMENT, the prevailing party

shall be entitled to attorney's fees in addition to whatever other relief is granted.

**XIII. SIGNATORIES AND PERFORMANCE OF DUTIES**

The PARTNERSHIP, HYDER, ANKA and DMH mutually agree to fully and faithfully perform all duties set forth in this AGREEMENT. All parties agree to have their duly authorized signatories sign this AGREEMENT.

**XIV. COUNTERPARTS**

This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in the County of Riverside, State of California.

**ANKA BEHAVIORAL HEALTH, INCORPORATED**

By: [Signature] 11/04/15  
Name: Naja W. Boyd, Psy. D. Date  
Title: Chief operating officer

**HYDER & COMPANY, a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date  
Title: President

**PERRIS FAMILY APARTMENTS, L.P.**

By: **PERRIS FAMILY APARTMENTS LLC, ITS GENERAL PARTNER**

By: **Coachella Valley Housing Coalition, ITS SOLE MEMBER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date  
Title: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

By: Marion Ashley, Chairman \_\_\_\_\_ Date  
Riverside County Board of Supervisors  
for the Department of Mental Health

Attest: Kecia Harper-Ihem, Clerk of the Board \_\_\_\_\_ Date  
County of Riverside

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 11/5/16  
ERIC STOPHER DATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in the County of Riverside, State of California.

**ANKA BEHAVIORAL HEALTH, INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**HYDER & COMPANY, a California corporation**

By: Steph \_\_\_\_\_  
Name: Steph Margetic Date 10-20-15  
Title: President

**PERRIS FAMILY APARTMENTS, L.P.**

By: **PERRIS FAMILY APARTMENTS LLC, ITS GENERAL PARTNER**

By: **Coachella Valley Housing Coalition, ITS SOLE MEMBER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

By: Marion Ashley, Chairman  
Riverside County Board of Supervisors  
for the Department of Mental Health \_\_\_\_\_  
Date \_\_\_\_\_

Attest: Kecia Harper-Ihem, Clerk of the Board  
County of Riverside \_\_\_\_\_  
Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Eric Stopher DATE 11/16/16  
ERIC STOPHER

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in the County of Riverside, State of California.

**ANKA BEHAVIORAL HEALTH, INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

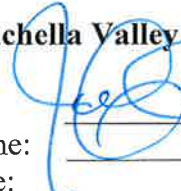
**HYDER & COMPANY, a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: President

**PERRIS FAMILY APARTMENTS, L.P.**

**By: PERRIS FAMILY APARTMENTS LLC, ITS GENERAL PARTNER**

**By: Coachella Valley Housing Coalition, ITS SOLE MEMBER**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_ Date 10/27/2015  
Title: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

By: Marion Ashley, Chairman \_\_\_\_\_ Date \_\_\_\_\_  
Riverside County Board of Supervisors  
for the Department of Mental Health

Attest: Kecia Harper-Ihem, Clerk of the Board \_\_\_\_\_ Date \_\_\_\_\_  
County of Riverside

FORM APPROVED COUNTY COUNSEL

BY:  \_\_\_\_\_ DATE 11/5/16

**EXHIBIT A**

**PROPERTY MANAGEMENT – TENANT SERVICE COORDINATION  
MONTHLY MEETING RECORD  
PERRIS FAMILY APARTMENTS**

Meeting date	
Meeting attendance	

GENERAL	
Discussion of open and unresolved issues from previous month	
Discussion of general issues and emergent concerns	

TENANT ISSUES	
Discussion of tenant move-in(s)	
Discussion of tenant move-out(s)	
Discussion of screening status and processing of applications	
Rules violations and behavioral issues	

PROPERTY MANAGEMENT AND OPERATIONS	
Building maintenance, repairs, appearance and safety items, complaints, recommendations	
Legal issues	
Upcoming events and dates (including trainings, meetings, community events, health fairs, on-site activities, safety drills, inspections)	

**EXHIBIT B**

Annual Renewal Agreement

Pursuant to Section IV of the AGREEMENT, the term of the AGREEMENT is extended for a period of one year. In compliance with the AGREEMENT, the parties agree that the following requirements have been satisfied:

	Item	Description	Submitted to
1	Monthly Occupancy Log	Document summarizing move-in/move-out activity and rents each month for the preceding 12 months	<ul style="list-style-type: none"><li>▪ HHOPE Program Attn: Lynne Brockmeier</li></ul>
2	Annual Self Certification Form – provided as Attachment A to this AGREEMENT	Document summarizing operation of property, required by CalHFA and DHCS, submitted for the preceding fiscal year	<ul style="list-style-type: none"><li>▪ Deputy Director – Housing, Riverside County Department of Mental Health</li><li>▪ Copies to California Housing Finance Agency (CalHFA) and the Department of Health Care Services, as identified in Section IX of the Cooperative Agreement</li></ul>
3	Twice yearly meetings among all parties as specified in Section II A 4, B 13 and E 3	Scheduling of at least two senior or executive management level meetings for current year	<ul style="list-style-type: none"><li>▪ HHOPE Program Attn: Lynne Brockmeier</li><li>▪ Deputy Director – Housing, Riverside County Department of Mental Health</li></ul>

The authorized signatures below indicate that the requirements specified above have been satisfied and the parties mutually agree to extend the term of the AGREEMENT for a period of one year.

**ANKA BEHAVIORAL HEALTH, INCORPORATED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**HYDER & COMPANY, a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: President

**PERRIS FAMILY APARTMENTS, L.P.**

By: **PERRIS FAMILY APARTMENTS LLC, ITS  
GENERAL PARTNER**

By: **Coachella Valley Housing Coalition, ITS SOLE MEMBER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**RIVERSIDE COUNTY DEPARMENT OF MENTAL HEALTH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT C

### RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH Matrix of Reporting, Compliance and Document Submissions

Item	Name and Source	Description and Reference Location(s) in Agreement	Frequency or Due Date	Submitted to
1	Monthly Occupancy Log and records of monthly meetings - HYDER	Writable form document summarizing move-in/move-out activity, rents, information on eviction proceedings; records of monthly meetings. Refer to Section II D 2 and Exhibit A	Monthly, due on or before the 15th day of each month	HHOPE Program, Attn: Lynne Brockmeier
2	Notification of Departure of Occupant – HYDER	Notification of departure of MHSA occupant for any reason. Refer to Section II B 10	Within 3 days of the departure of the occupant	HHOPE Program, Attn: Lynne Brockmeier
3	Notice of Significant Action – PARTNERSHIP, HYDER and ANKA	Document describes changes in legal status, operations and management of property, including material changes in on-site property management staff, changes to physical environment of property, changes in tenant rules and procedures and other similar changes. Refer to Section II B 14, 15 and 16, Section II C 8, Section III B, Section VI E	As indicated within this AGREEMENT	HHOPE Program, Attn: Lynne Brockmeier
4	Notice of Intent to Change Property Management - PARTNERSHIP	Provides notification to Department of Mental Health of intention to change property management provider and establishes mandatory timetable for collaboration of transition with Department of Mental Health. Refer to Section II B 15	Maximum time is expected to ensure continuity of operations and adequate time for consultation with Department of Mental Health, CalHFA and Department of Health Care Services. Minimum of 10 days notice is required of intention to change property management.	Deputy Director – Housing, Riverside County Department of Mental Health
5	Notice of Change in Supportive Services Programs – PARTNERSHIP and HYDER	Provides notification of change in supportive service programs and services, providers, frequency of on-site activities and related changes that impact onsite services. Refer to Sections II B 13 and 16 and Section II C 8	Within 30 calendar days of the occurrence of any applicable change	HHOPE Program, Attn: Lynne Brockmeier
6	Notice of Initiation of Legal Action or Grievance Proceeding - HYDER	Provides notification of the initiation of Fair Housing action, legal action or tenant grievance process (does not include eviction proceedings). Refer to Section II D 2 and D 7	Within 30 calendar days of the occurrence of any applicable event	HHOPE Program, Attn: Lynne Brockmeier

Item	Name and Source	Description and Reference Location(s) in Agreement	Frequency or Due Date	Submitted to
7	Notice of incident requiring intervention of ANKA Supervisor - ANKA	Provides details and background surrounding an incident that required intervention of an ANKA Supervisor. Refer to Section II C 3	Within 48 hours of occurrence	HHOPE Program, Attn: Lynne Brockmeier
8	Annual Self Certification Form – provided as Attachment A to this AGREEMENT-PARTNERSHIP	Document summarizing operation of property, required by CalHFA and MHSA. Refer to Section IV and Exhibit B	Annually, within 30 calendar days of closing of property manager’s fiscal year	Deputy Director – Housing, Riverside County Department of Mental Health with copies to the California Housing Finance Agency (CalHFA) and the Department of Health Care Services, as specified in the Cooperative Agreement

**ATTACHMENT A**

**Annual Self-Certification Form**

**Exhibit E to CalHFA – MHSa Regulatory Agreement  
CALIFORNIA HOUSING FINANCE AGENCY (CalHFA)  
DEPARTMENT OF HEALTH CARE SERVICES (DHCS)  
Mental Health Services Act (MHSa) Housing Program  
Annual Self-Certification for Special Needs**

**County:** \_\_\_\_\_  
**Project Name:** \_\_\_\_\_  
**MHSa Loan #** \_\_\_\_\_  
**Cert. of Occupancy or Notice of Completion Date** \_\_\_\_\_

**Self Certification Report Period from:** \_\_\_\_\_ **to** \_\_\_\_\_

**Contact Information:**

Project Sponsor		Phone:
Primary Service Provider		Phone:

**1. Changes During Report Period:**

Refer check applicable items. For each checked item, Refer attach all letters, notes, correspondence and/or written notices documenting the change.

- |  |   |
|--|---|
| <input type="checkbox"/> New sources of service funds                | <input type="checkbox"/> Service funding source cancellation                      |
| <input type="checkbox"/> Service funding increases or decreases      | <input type="checkbox"/> Non-renewal of service funding sources                   |
| <input type="checkbox"/> New service partners                        | <input type="checkbox"/> Non-compliance with other lenders' Regulatory Agreements |
| <input type="checkbox"/> Service partner cancellation                | <input type="checkbox"/> Non-compliance with rental subsidy contracts             |
| <input type="checkbox"/> Service program enhancements or reductions  | <input type="checkbox"/> Non-compliance with services contracts                   |
| <input type="checkbox"/> Other planned service program modifications | <input type="checkbox"/> Extension of rental subsidy contracts                    |
| <input type="checkbox"/> Primary service provider staffing changes   | <input type="checkbox"/> Termination of rental subsidy contracts                  |

**2. Subsidy Sources:**

Total number of units with rental subsidy contracts: \_\_\_\_\_

Years remaining on current rental subsidy contracts (Refer list):

Type of Subsidy	Number of Units	Years Remaining

Type of Subsidy	Number of Units	Years Remaining

**3. Current Resident Information**

Total number of units in project	
Total number of MHSA Housing Program target units in project	
Total number of MHSA certified residents in project	
Total number of persons residing in MHSA Housing Program units (to include MHSA and non-MHSA tenants residing in unit)	
Total number of MHSA housing units receiving COSR	
Total number of MHSA units with an individual Section 8 voucher	
Total number of MHSA units with a project based Section 8 voucher	
Total Number of MHSA eligible residents receiving SSI	

**4. During this Report Period: MHSA Eligible Residents Who Have Left the Housing** (Show the number of permanent (P) and temporary (T) departures)

P	T	Reason for Leaving	P	T	Reason for Leaving
		Hospitalization			Death
		Moved to a licensed facility			Other
		Moved to more independent housing			
		Eviction			
		Jailed			

Total number of temporary departures \_\_\_\_\_  
 Total number of permanent departures \_\_\_\_\_

Provide the following for each MHSA eligible resident who permanently departed from an MHSA unit: 1) Length of residency, 2) Income level at termination of tenancy.

Explanation(s):

**5. During this Report Period: MHSA Resident Demographics**

Enter the number of MHSA eligible residents in each category (may be duplicated)

<input type="checkbox"/>	Living alone	<input type="checkbox"/>	Chronic health condition
<input type="checkbox"/>	Living with other(s)	<input type="checkbox"/>	HIV/AIDS
	<input type="checkbox"/> Children	<input type="checkbox"/>	Substance Abuse
	<input type="checkbox"/> Spouse		
	<input type="checkbox"/> Unrelated persons		
		<input type="checkbox"/>	Other serious medical condition

**6. During this Report Period: Housing status at rent-up**

Total Homeless: \_\_\_\_\_

Total At risk: \_\_\_\_\_

**7. Total MHSA Priority Populations in project:**

Older Adults: \_\_\_\_\_

Adults: \_\_\_\_\_

Transition age youth: \_\_\_\_\_

Children: \_\_\_\_\_

Total MHSA eligible residents enrolled in Full Service Partnership (FSP) services: \_\_\_\_\_

Total number of MHSA eligible residents who are veterans \_\_\_\_\_

Total number of tenants who are veterans \_\_\_\_\_

**8. Service Providers (Refer attach additional pages if needed)**

Refer list requested information for all service providers, whether individuals or organizations/institutions, and whether the service provider provides services on site or off site:

Provider Name	Address	Phone Number	Contact Person	On-Site	Off-Site
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

**9. Supportive Services---Resources and Utilization**

Indicate the services that have been offered to the MHSA eligible residents in this project during the reporting period. Also, indicate if these services are offered on-site or off-site, and the frequency of the service (times per week, per month, as needed, etc.):

Service Type	On-site	Off-site	Frequency
Service coordination	<input type="checkbox"/>	<input type="checkbox"/>	
Case management/crisis intervention	<input type="checkbox"/>	<input type="checkbox"/>	
Mental health services	<input type="checkbox"/>	<input type="checkbox"/>	
Substance abuse services	<input type="checkbox"/>	<input type="checkbox"/>	
Peer facilitated groups/activities	<input type="checkbox"/>	<input type="checkbox"/>	
Medication education/support	<input type="checkbox"/>	<input type="checkbox"/>	
Life skills	<input type="checkbox"/>	<input type="checkbox"/>	
Employment/vocational services	<input type="checkbox"/>	<input type="checkbox"/>	
Tenant association/council	<input type="checkbox"/>	<input type="checkbox"/>	
Benefits counseling	<input type="checkbox"/>	<input type="checkbox"/>	

Social/recreational activities	<input type="checkbox"/>	<input type="checkbox"/>	
AA/NA groups	<input type="checkbox"/>	<input type="checkbox"/>	
Primary care: Health screening, assessment, education	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	

Provide a narrative description of the strengths and challenges in the supportive services program during this reporting period:

### 10. Supportive Service Budget Information

Refer provide budget information for your previous and current fiscal years, including costs of staff and services combined:

Previous year budgeted funding level (FY: _____ )	\$ _____
Previous year actual funding level (FY: _____ )	\$ _____
Current year budgeted funding level (FY: _____ )	\$ _____
Approved by County Department of Mental Health and submitted to the DHCS	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Refer submit current FY budget /narratives to the DHCS mailing address below.**

### 11. Property and Liability Insurance

Current Insurance Certificates on file	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

### 12. Executed Management Contract

Executed Management Contract on file	Yes <input type="checkbox"/> No <input type="checkbox"/>
--------------------------------------	--

**CalHFA must approve any change in management agent so Refer notify your Asset Manager of an impending change.**

### 13. Inspection Reports

Has property been inspected by any lender during the reporting period?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

**If inspected by a party other than CalHFA, Refer forward a copy of the report(s) to your CalHFA Asset Manager.**

**14. Capital Operating Subsidy Reserve (COSR) Certification**

**Amount of COSR requested during Fiscal Year:** \$

**Actual COSR used during Fiscal Year:** \$

**Difference:** \$

**If COSR requested amount is greater than what was used during the Fiscal Year, the difference will be subtracted from the next COSR request.**

**Certification of Accuracy of Information Provided**

I hereby certify that the information provided in this "Annual Self-Certification for Special Needs" is true and correct, and reflects the status of the \_\_\_\_\_ project as of the date of this report.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

**Certification that a copy of this report has been sent to CalHFA, DHCS, and the County Mental Health Department at the addresses listed below.**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

**Mailing Addresses:**

California Housing Finance Agency  
Asset Management Division  
500 Capitol Mall, Suite 1400  
Sacramento, CA 95814

Department of Health Care Services  
Mental Health Services Division  
Program Outcomes, Evaluation and Reporting  
1500 Capitol Avenue, MS 2704  
PO Box 997413  
Sacramento, CA 95899-7413

Riverside County Department of Behavioral Health  
Attention: Deputy Director, Housing  
4095 County Circle Drive  
Riverside, CA 92503