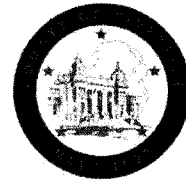


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.23  
(ID # 5939)

**MEETING DATE:**

Tuesday, January 23, 2018


**FROM :** RUHS-BEHAVIORAL HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the Memorandum of Understanding (MOU) Between the Riverside University Health System - Behavioral Health (RUHS-BH) and the Housing Authority of the City of Riverside Related to No Place Like Home Bond Funds. Districts: All, [\$0]

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

1. Approve the MOU Agreement between RUHS-BH and the Housing Authority of the City Riverside FY 17/18 through FY 21/22;
2. Authorize the Director of RUHS-BH to sign the Agreement between RUHS-BH and the Housing Authority of the City Riverside; and
3. Authorize the Director of RUHS-BH to sign ministerial amendments to this MOU through June 30, 2022.

**ACTION:** Policy

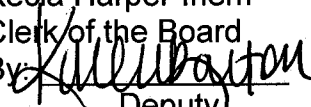
  
Steve Steinberg 12/21/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: January 23, 2018  
xc: RUHS-Behavioral Health

Kecja Harper-Ihem  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	17/18 – 21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

In July of 2016, Governor Brown signed legislation enacting the No Place Like Home (NPLH) Program to dedicate two billion dollars in bond proceeds for the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or are at-risk of chronic homelessness. On July 25, 2017, (3.49), the Board of Supervisors adopted Resolution No. 2017-119 to Authorize the Director of Behavioral Health to sign and execute documents related to the technical assistance grant funds application NPLH.

As the need for housing programs continues to increase, RUHS-BH and the Housing Authority are creating an intergovernmental partnership for NPLH bonds funds through California Department of Housing and Community Development and other sources of funding that may become available from the State of California. These funds will be used for the development of permanent supportive housing units for eligible individuals with qualifying severe and persistent behavioral health disorders who are homeless or at-risk of homelessness.

RUHS-BH is requesting that the Board of Supervisors approve the MOU Agreement and authorize the Director of Behavioral Health to sign the MOU Agreement between RUHS-BH and the Housing Authority.

**Impact on Citizens and Businesses**

RUHS-BH and the Housing Authority share mutual interest in supporting efforts to house the homeless and promote permanent supportive housing. These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

**Additional Fiscal Information**

No County Funds will be required.

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

  
Melissa Noone, Associate Management Analyst

1/16/2018

  
Gregory J. Priapros, Director County Counsel

1/9/2018

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
HOUSING AUTHORITY OF THE CITY OF RIVERSIDE  
AND  
THE COUNTY OF RIVERSIDE – RIVERSIDE UNIVERSITY HEALTH SYSTEM –  
BEHAVIORAL HEALTH**

1. **PARTIES:** This Memorandum of Understanding (“MOU”) is entered into by the Housing Authority of the City of Riverside, a public entity (“Authority”) and the County of Riverside, Riverside University Health System – Behavioral Health (“RUHS-BH”), on this \_\_\_\_ day of \_\_\_\_\_, 2018.

2. **PURPOSE OF THIS MOU:** The purpose of this MOU is to define the expectations, rights, and responsibilities of the parties listed above with regard to an intergovernmental partnership for No Place Like Home (“NPLH”) bond funds through the California Department of Housing and Community Development and other sources of funding that may become available from time to time from the State of California. Both the NPLH funds, as well as future funds, will be used for the development of permanent supportive housing units for occupancy by individuals who qualify for residency according to program guidelines established for the NPLH Program or, in the case of other sources of funding, for occupancy by eligible individuals with qualifying severe and persistent behavioral health disorders who are homeless or at-risk of homelessness. The County and Authority share a mutual interest in support of efforts to house the homeless and promote permanent supportive housing and the parties will work to support mutual objectives in these policy areas.

3. **ROLES AND RESPONSIBILITIES:** The roles and responsibilities of the RUHS-BH, and the Authority are defined in Exhibit “A” attached hereto and incorporated herein by reference.

4. **TERM OF AGREEMENT:** This MOU is effective upon the signatures of the parties, for a period of five (5) years, and/or the exhaustion of NPLH bond funds, whichever occurs first. The length of the term of the MOU may be modified at any time by the written consent of the parties. The MOU may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least thirty (30) days prior to the date of termination.

5. **MUTUAL HOLD HARMLESS:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, elected officials, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys’ fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.

6. **GOVERNING LAW AND JURISDICTION:** The existence, validity, construction, operation and effect of this MOU and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this

MOU shall be tried in the superior court in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

7. **TERMINATION:** In addition to the other methods of terminating this MOU, as provided herein, this MOU may be terminated for any reason by Authority or RUHS-BH, at any time upon thirty (30) days' notice in writing.

8. **ENTIRE AGREEMENT:** This MOU embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this MOU. This MOU may only be modified or amended by the mutual consent of the parties in writing.

9. **NOTICES:** Service of any notices, bills, invoices or other documents required or permitted under this MOU shall be sufficient if sent by one party to the other by United States mail, postage prepaid, personal service or overnight delivery and addressed as follows:

Authority:

RUHS-BH

Housing Authority of the  
City of Riverside  
ATTN: Housing Authority Manager  
3900 Main Street, 5<sup>th</sup> Floor  
Riverside, CA 92522

Riverside University Health System -  
Behavioral Health  
ATTN: Assistant Director, Administration  
4095 County Circle Drive  
Riverside, CA 92503

10. **SEVERABILITY:** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this MOU shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant, and/or restriction, of this MOU and the remainder of the MOU shall continue in full force and effect.

11. **PARAGRAPH TITLES:** The paragraph titles of this MOU are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the MOU to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this MOU or in any way affect the agreement of the parties set out in this MOU.

12. **AUTHORITY:** The individuals executing this MOU and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

13. **COUNTERPARTS:** This MOU may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Two (2) duplicate originals of this Agreement shall be executed each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Authority and RUHS-BH have caused this MOU to be duly executed the day and year first above written.

HOUSING  
AUTHORITY OF THE CITY OF  
RIVERSIDE, a public entity

RIVERSIDE UNIVERSITY HEALTH  
SYSTEM – BEHAVIORAL HEALTH

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Director

ATTEST:

By: \_\_\_\_\_  
Authority Secretary

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Authority General Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

CA 17-1768

## ATTACHMENT "A"

### PARTNERSHIP ROLES AND RESPONSIBILITIES

Riverside University Health System – Behavioral Health shall work together with the Housing Authority of the City of Riverside to produce permanent supportive housing for individuals who qualify for residency under the No Place Like Home Program Guidelines, along with other future sources of funding that may become available from the State of California for individuals who may qualify for residency under applicable program guidelines for individuals with severe and persistent behavioral health disorders, who are homeless or at-risk of homelessness by:

1. Seeking to align organizational goals with broader adopted housing plan goals and identifying funding opportunities to produce permanent supportive housing;
2. Establishing a shared vision, goals and outcomes for use of applicable permanent supportive housing funds for the Housing Authority of the City of Riverside and committing to work together to achieve the goals and long-term desired outcomes;
3. Working with the Authority on the development of relevant funding strategies;
4. Working with the Authority to identify potential outside development partners and potential projects that may be eligible for specialty permanent supportive housing development funds assigned to county behavioral health departments for planning and application;
5. Collaborating with the Authority in partnering with developers to foster interest in, and application for, all available funding opportunities; and
6. Meeting annually, or more often as deemed necessary, to ensure that collaborative efforts are being optimized to apply for available sources of funding.

The Housing Authority of the City of Riverside shall work together with Riverside University Health System – Behavioral Health to produce permanent supportive housing for individuals who qualify for residency under the No Place Like Home Program Guidelines, along with other future sources of funding that may become available from the State of California for individuals who may qualify for residency under applicable program guidelines for individuals with severe and persistent behavioral health disorders, who are homeless or at-risk of homelessness by:

1. Seeking to align organizational goals with broader adopted housing plan goals identifying funding opportunities to produce permanent supportive housing;
2. Establishing a shared vision, goals and outcomes for use of applicable permanent supportive housing funds for the City and County of Riverside and committing to work together to achieve the goals and long-term desired outcomes;
3. Working with RUHS – BH on the development of relevant funding strategies;

4. Assisting in identifying potential outside development partners and potential projects that are eligible for funding;
5. Supporting the County by providing support letters in funding applications as necessary;
6. Working to identify resources needed, beyond those committed by the Parties, to accomplish goals and objectives of permanent supportive housing; and
7. Meeting annually, or more often as deemed necessary, to ensure that collaborative efforts are being optimized to apply for available sources of funding.