

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



ITEM: 3.15
(ID # 14661)

MEETING DATE:
Tuesday, March 30, 2021

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the Cooperative Agreement Between Riverside University Health System - Behavioral Health, ConAm Management Corporation and Riverside Cedar Glen Partners II, L.P for the Supportive Housing Services at Cedar Glen Apartments Phase II. District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between Riverside University Health System – Behavioral Health (RUSH-BH), ConAm Management Corporation and Riverside Cedar Glen Partners II L.P Permanent Supportive Housing Program and authorize the Director of RUHS-BH to sign the agreement, any subsequent amendments, certifications or required documents related to the agreement on behalf of the County.

ACTION:


Matthew Chang, Director 2/26/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 30, 2021
xc: RUHS-BH

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: [\$0]			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The enactment of California’s No Place Like Home (NPLH) program in 2016 authorized up to \$2 billion to provide capital for the purpose of developing permanent supportive housing for persons with severe and persistent mental illness who are in need of mental health services and who are experiencing homelessness or are at risk of homelessness. The NPLH program is administered by the California Department of Housing and Community Development (HCD).

NPLH funds are awarded to counties who, together with a development partner, successfully apply for those funds through a competitive process. On January 8, 2019 (Agenda Item #3.20), the Board of Supervisors approved RUHS-BH to apply for NPHL funding. RUHS-BH and its development partner, Riverside Cedar Glen II, LP submitted an application in January 2019 that was subsequently approved for NPLH funds in March 2019 for the ownership, operation and management of residential multi-family housing units and the delivery of supportive services for residents of 24 units of permanent supportive housing within phase II of an affordable housing community in Riverside, California known as Cedar Glen Apartments. A separate Cooperative agreement exists for the ownership, operation and management of the 15 units of permanent supportive housing in Phase I.

This Cooperative Agreement establishes the roles and responsibilities of the development partner, property manager, and RUHS-BH relating to the services and supports being provided for residents of the NPLH units in Cedar Glen II.

Impact on Residents and Businesses

An essential element of successfully housing the population of homeless individuals with severe and persistent mental illness is providing intensive supportive services. A condition of being awarded NPLH funds is the agreement by the County to provide the supportive services that help NPLH residents be connected to mental health and substance abuse treatment services that are necessary to address their mental health conditions, promote their wellness and recovery, and to maintain their housing stability to avoid a repeat episode of homelessness. 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 / RIVERSIDE
UNIVERSITY HEALTH SYSTEM – BEHAVIORAL
HEALTH

AND

CONAM MANGEMENT CORPORATION

AND

RIVERSIDE CEDAR GLEN PARTNERS II LP, A
CALIFORNIA LIMITED PARTNERSHIP

TYPE OF SERVICE: MANAGEMENT OF 24 UNITS OF PERMANENT
SUPPORTIVE HOUSING WITHIN AN
AFFORDABLE HOUSING PROJECT KNOWN AS
CEDAR GLEN 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 Riverside University Health System – Behavioral Health (hereinafter “RUHS-BH”), ConAm Management Corporation, a California corporation (hereinafter “PROPERTY MANAGER”), Riverside Cedar Glen Partners II LP, a California limited partnership, (hereinafter “PARTNERSHIP”) for the ownership, operation and management of residential multi-family housing units and the delivery of supportive services for residents of 24 units of permanent supportive housing (hereinafter “PROJECT”) within an affordable housing community in Riverside, California known as Cedar Glen Apartments, and is based on the following representations and statements of purpose:

WHEREAS, the California Department of Housing and Community Development (“HCD”) issued an amended Notice of Funding Availability October 25, 2018 (“NOFA”), in connection with No Place Like Home (“NPLH”) Round 1 Competitive Allocation Funds for the creation of permanent supportive housing for adults with serious mental illness, or children with severe emotional disorders and their families who are homeless, chronically homeless, or at risk of chronic homelessness as more fully described in the NOFA; and

WHEREAS, RUHS-BH and PARTNERSHIP jointly submitted a successful application to HCD in 2019 to obtain financing from the NPLH program for 24 units of permanent supportive housing for the PROJECT in the amount of \$3,311.952 (the “NPLH Loan”). The NPLH Loan is made pursuant to the terms of a Standard Agreement to be executed by the PARTNERSHIP, PROPERTY MANAGER, RUHS-BH and HCD on or about the date hereof (the “Standard Agreement”), and certain loan documents, including, without a limitation, a note,

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Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

deed of trust and regulatory agreement in connection with closing of the NPLH Loan (together with the Standard Agreement, the "NPLH Documents"); and

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

WHEREAS, this AGREEMENT is being entered into in order to establish the roles and responsibilities that pertain to the PROJECT.

NOW, THEREFORE, the COUNTY, PROPERTY MANAGER, and PARTNERSHIP mutually agree as follows:

I. GENERAL STATEMENT OF FACTS:

The PROJECT is located at 9886 County Farm Road in Riverside, California. The AGREEMENT involves the ownership and management of the PROJECT, which is embedded within 50 housing units that are constructed and currently occupied or are available for occupancy that is known as Cedar Glen Phase II. The PROJECT is part of Cedar Glen Apartments, which also includes 15 units of permanent supportive housing within Phase I. A separate cooperative agreement exists for the ownership, operation and management of the 15 units of permanent supportive housing in Phase I.

The PROJECT is embedded within 50 units of multi-family affordable rental housing units in 3 residential buildings, of which 26 units are affordable units, (including 1 unit for a property manager) and 24 units that are set-aside for residents who are eligible for permanent supportive housing under the NPLH program, all of which are 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 (TCAC), Section 42 of the Internal Revenue Code, as amended, the Mental Health Services Act (MHSA), the California Welfare & Institutions Code Section 5600.0(a) and/or Section 5600.3(b), the NPLH program, HCD, RUHS-BH and other regulations that apply to the PROJECT.

An NPLH Regulatory Agreement has been executed by PARTNERSHIP in connection with the permanent financing provided through the NPLH program.

For the duration of this AGREEMENT, occupancy and rents on the NPLH units in the PROJECT will be restricted and regulated by the terms of the NPLH program as defined in the NPLH Program Guidelines issued by HCD in September 2019, as amended, ("NPLH Program Guidelines"), by the NPLH Documents, and by RUHS-BH policies, rules and regulations.

The PROJECT consists of 24 one-bedroom units that will be made available to NPLH qualified residents as defined in the NPLH Program Guidelines and NPLH Documents (the "NPLH Units"). No specific units within the PROJECT will be permanently

assigned or designated for NPLH qualified residents; such units will instead be evenly dispersed and located throughout Cedar Glen Phase II without being concentrated into a defined area or building. This is done to avoid any permanent designation of specific units as NPLH Units and the labeling and presumption of those units as NPLH Units or the residents of those units as being associated with the NPLH program. Nothing about the appearance or location of the NPLH Units will make them distinguishable from other units in the Cedar Glen Phase II.

The PROJECT, as part of the Cedar Glen Apartments, will be fenced and gated and will include a community building with office space including a separate office for RUHS-BH staff. The PROJECT 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.

The Riverside County Coordinated Entry System (CES) will serve as a source of applicant referrals to the PROJECT, either directly or through RUHS-BH. The PARTNERSHIP and PROPERTY MANAGER agree to maintain contact with the CES and to communicate with and cooperate with the processes associated with the CES, provided, however, PROPERTY MANAGER shall not be obligated to fill the NPLH Units with residents referred by CES or hold units vacant pending referrals from CES if not otherwise required by HCD under the NPLH funding.

II. DUTIES AND RESPONSIBILITIES:

- A. GENERAL. All parties agree that diligent efforts shall 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, 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 RUHS-BH, the PARTNERSHIP and PROPERTY MANAGER. These meetings will be coordinated by RUSH-BH 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 required. Refer to Exhibit B.
 5. Cooperate with each other and with the NPLH resident(s) 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 Cedar Glen Apartments. In addition, parties must cooperate to arrange at the time of move-in for the transfer and placement of the resident's furnishings and personal property in the resident's unit.

6. Be prepared for security threats, emergencies and disasters in order to reduce the risk of harm to residents and staff. This will include providing regular trainings for residents and staff on basic safety and evacuation procedures, crisis management, conflict resolution and de-escalation.

B. PARTNERSHIP RESPONSIBILITIES. The responsibility of acquiring, constructing, operating, managing and maintaining the PROJECT will be the sole responsibility of the PARTNERSHIP.

1. The PARTNERSHIP, through the management services of PROPERTY MANAGER, will maintain and operate all units of Cedar Glen Phase II, a total of 50 multi-family affordable housing units, of which 26 units will be affordable units and 24 units shall be set-aside for residents certified to be eligible for NPLH permanent supportive housing, subject to applicable rules and regulations as identified in Section I. One unit within the 26 units is set aside as a manager's units. RUHS-BH, PROPERTY MANAGER and PARTNERSHIP all mutually agree that the rents for eligible NPLH residents shall be as described in Section I.
2. The presence of the TCAC regulatory agreement and/or agreements with the City of Riverside and others may impose other rent and income restrictions on some or all NPLH Units.
3. The "affordability period" stated herein shall be defined in the NPLH Regulatory Agreement and NPLH Documents.
4. The PARTNERSHIP and/or PROPERTY MANAGER shall be responsible for the maintenance of the common grounds associated with the PROJECT. The common grounds include, but are not limited to, outside and inside fixtures (excluding light bulbs on fixtures inside the units), 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, carports, the community building(s), irrigation systems, pool/spa, recreation areas and equipment.
5. The PARTNERSHIP and/or PROPERTY MANAGER shall comply with all applicable licensing regulations including, but not limited to, the requirements of any federal, state, county or local agency required in connection with the provision of housing. The requirements of PARTNERSHIP under HIPAA are more fully described in Section VIII.

6. The PARTNERSHIP will dedicate 24 undesignated units throughout the PROJECT for potential NPLH eligible residents as more fully described in Section I, General Statement of Facts.
7. All potential residents who are believed to be eligible for residency through the NPLH program who are not directly referred by CES will be sent to RUHS-BH by PROPERTY MANAGER for screening and determination of eligibility for residency under the NPLH program. This includes potential residents applying directly to the PARTNERSHIP, directly to PROPERTY MANAGER or at the PROJECT.
8. The PARTNERSHIP and PROPERTY MANAGER shall develop and conduct PROJECT marketing in accordance with applicable funding requirements, applicable federal, state and local laws and Fair Housing Act provisions.
9. The PARTNERSHIP and PROPERTY MANAGER shall develop tenant selection criteria in partnership with RUHS-BH that are consistent with applicable provisions of the Fair Housing Act and the NPLH permanent supportive housing program. This includes a notification, appeal and reasonable accommodation process for applicants denied tenancy.
10. The PARTNERSHIP and PROPERTY MANAGER 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 NPLH housing unit applicants.
11. The PARTNERSHIP and/or PROPERTY MANAGER shall notify RUHS-BH within three (3) business days when an occupant of a NPLH unit, either permanently or temporarily, ends his/her tenancy for any reason. Refer to Exhibit C.
12. The PARTNERSHIP and PROPERTY MANAGER shall provide assistance needed to applicants and those applicants who have been approved for occupancy in connecting with RUHS-BH for provision of services for the NPLH units. Assistance shall include lease application submittals, arrival or first day orientation and coordination with RUSH-BH supportive services staff to facilitate the move-in process. For consumers served by RUHS-BH who become residents of the PROJECT, property management staff will work together with RUHS-BH supportive services staff to prevent evictions, to adopt and encourage compliance with harm reduction principles, and to facilitate the implementation of reasonable accommodation policies. Collaborative obligations are outlined in Section II. A and specific obligations of the PARTNERSHIP and PROPERTY MANAGER are further outlined elsewhere in Section II and in Exhibits B and C.
13. The PARTNERSHIP shall provide a separate on-site office for RUHS-BH supportive services staff at the PROJECT when requested to conduct individual and confidential meetings with NPLH residents.

14. The PARTNERSHIP agrees to furnish the following for each NPLH unit and to replace, when needed as a result of reasonable and routine usage and ordinary wear-and-tear:
 - a. One full/double bed, one nightstand, one four-drawer dresser, and one lamp for each bedroom;
 - b. One full-size couch, one coffee table, one lamp, one television stand for the living room; and
 - c. One dining room/kitchen/kitchenette and four chairs.
15. The PARTNERSHIP and PROPERTY MANAGER shall collaborate with RUHS-BH programs, including the Homeless Housing Opportunities Partnership and Education (hereinafter "HHOPE") program and other supportive service provider(s), if applicable, to support residents, 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, PROPERTY MANAGER, RUHS-BH staff and the HHOPE program will take place no less frequently than twice a year. For consumers served by RUHS-BH who become residents of the Project, property management staff will work together with RUHS-BH supportive services staff to prevent evictions, to adopt and ensure compliance with harm reduction principles, and to facilitate the implementation of reasonable accommodation policies. Collaboration obligations are outlined in Section II. A and specific obligations of the Partnership and PROPERTY MANAGER are further outlined elsewhere in Section II and in Exhibits B and C.
16. The PARTNERSHIP agrees to notify RUHS-BH in writing within 3 business days of any change in its legal status or any event that could change its legal status. Refer to Exhibit C.
17. The PARTNERSHIP agrees to provide no less than thirty (30) days' written notice to RUHS-BH of any intention to terminate its agreement with PROPERTY MANAGER. The PARTNERSHIP further agrees to immediately notify and consult with RUHS-BH, about the selection of a successor to PROPERTY MANAGER. Refer to Exhibit C.
18. The PARTNERSHIP shall keep RUHS-BH fully informed about information that is relevant to the successful and effective operation of the PROJECT and shall immediately notify RUHS-BH in writing of any legal action or financial event that could adversely affect the PROJECT or its continuity of operations. Failure to satisfy this requirement will be construed by RUHS-BH to establish an event of default of this AGREEMENT. Refer to Exhibit C.
19. The PARTNERSHIP agrees to provide an authorized representative to communicate with PROPERTY MANAGER and RUHS-BH who will perform the following functions in matters pertaining to the PROJECT:

- a. Establish policies and procedures pertaining to the provision of general social services to the residents of the NPLH Units as outlined in the General Social Services Plan prepared by Communities Advocating for Residential Empowerment, a California nonprofit public benefit corporation (hereinafter "CARE"), (General Social Services Plan) in consultation with representatives of PROPERTY MANAGER and RUHS-BH.
 - b. Respond to complaints and concerns from all parties, including residents.
 - c. Collaboratively advocate for continued funding and services for the PROJECT.
 - d. Attend meetings when and as convened by RUHS-BH, including those identified in Section II. Refer to Exhibit B.
20. The PARTNERSHIP agrees to include the NPLH Regulatory Agreement as part of all management agreements associated with the PROJECT and further agrees to incorporate the terms and conditions of the NPLH Regulatory Agreement into all management agreements associated with the PROJECT.
 21. The PARTNERSHIP agrees to execute documents that are required by HCD and other organizations necessary to ensure continued social and supportive services to the NPLH Units.
 22. The PARTNERSHIP agrees to notify RUHS-BH in writing within 3 business days in the event of a transfer of the limited partnership interest(s) in the PARTNERSHIP and/or the transfer, substitution or removal of the general partnership interest in the PARTNERSHIP whether in accordance with or in violation of the terms of the limited partnership agreement of the PARTNERSHIP. Failure to satisfy this requirement will be construed by RUHS-BH as an event of default of this AGREEMENT.
 23. The PARTNERSHIP agrees to submit to HCD an annual property operating budget and a supportive services budget for the general social services provided by CARE when required by HCD and, if required by HCD, the supportive services budget provided by RUHS-BH. A copy of the NPLH unit supportive services budget will be simultaneously delivered by RUHS-BH to HCD if required by HCD.
 24. The PARTNERSHIP agrees to submit to HCD, no later than 90 days after the end of the fiscal year of the PROJECT, an independent audit for the PROJECT that is prepared by a certified public accountant in accordance with the requirements in the NPLH Regulatory Agreement and the current audit requirements of HCD and the NPLH program. Refer to Exhibit C.
 25. The PARTNERSHIP agrees to compile and submit to RUHS-BH, no later than September 1 of each year for the previous fiscal year (extending from July 1 through June 30), the data and information described in Section 214 of the NPLH Program Guidelines for review and subsequent submission to HCD.

C. RUHS-BH RESPONSIBILITIES. RUHS-BH is the main provider of supportive services to NPLH residents at the PROJECT, subject to the information more fully described below.

1. RUHS-BH will provide supportive services to NPLH residents, at no cost to PROPERTY MANAGER or the PARTNERSHIP, by assigning staff equal to 1.0 full-time equivalent (FTE) personnel. The FTE staff members will provide services on regular business days and during regular business hours in response to the variable needs of the NPLH units. Services may be provided at on-site at Cedar Glen Apartments and at other RUHS-BH 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 and any other services necessary to meet the requirements of HCD under the NPLH program as outlined in the Supportive Services Plan approved by HCD (Supportive Services Plan).
2. RUHS-BH agrees to meet with a representative of PROPERTY MANAGER or the Partnership (either in-person or via teleconference) on a monthly basis or more often as mutually agreed. Refer to Exhibits B and C.
3. RUHS-BH agrees to provide staff that will assist residents with the move-in process and, if a determination is made that the resident is not ready for move-in for reasons of insufficiency of funds, lack of furnishings or other reasons, RUHS-BH will coordinate with PROPERTY MANAGER to effect a resolution.
4. RUHS-BH shall help residents find alternative accommodations if eviction or voluntary departure occurs.
5. RUHS-BH agrees to provide an authorized representative to the PARTNERSHIP and PROPERTY MANAGER who will perform the following functions in matters pertaining to the PROJECT:
 - a. Establish policies and procedures pertaining to the provision of social services to the residents of the NPLH Units as outlined in the Supportive Services Plan prepared by RUHS-BH and the General Social Services Plan prepared by CARE in consultation with representatives of the PARTNERSHIP and PROPERTY MANAGER.
 - b. Respond to complaints and concerns from all parties, including residents.

- c. Collaboratively advocate for continued funding and services for the PROJECT.
 - d. Attend meetings when and as convened by RUHS-BH, including those identified in Section II. Refer to Exhibit B.
6. RUHS-BH will screen for NPLH housing eligibility for all candidates referred to RUHS-BH for housing including those coming from RUHS-BH programs or referred by PROPERTY MANAGER or by the PARTNERSHIP.
 7. RUHS-BH will provide referrals to PROPERTY MANAGER for residency that may originate from the CES and other sources.
 8. RUHS-BH 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 and PROPERTY MANAGER to develop PROJECT policies and procedures as issues emerge.
 9. RUHS-BH shall provide 24/7 support to PROPERTY MANAGER to facilitate timely resolution of resident issues and to ensure effective coordination with RUHS-BH program provider(s). Refer to Exhibits B and C.
 10. RUHS-BH is responsible for preparing an annual Supportive Services Budget for the NPLH Units (Supportive Services Budget) and staffing ratio reports for submission by PARTNERSHIP to HCD and other agencies as specified in the NPLH Regulatory Agreement.
 11. RUHS-BH agrees to work with PROPERTY MANAGER to ensure a high quality of supportive housing services for NPLH residents.
 12. RUHS-BH will provide notification to PROPERTY MANAGER as new policies and guidance relating to the PROJECT are provided by HCD and other agencies.

D. PROPERTY MANAGER RESPONSIBILITIES.

1. The services provided by PROPERTY MANAGER under this agreement will be performed by properly trained onsite property management staff. Property management staff must either be licensed or under the supervision of a licensed broker in accordance with the California Business and Professions Code and California Bureau of Real Estate regulations.
2. PROPERTY MANAGER agrees to attend regularly scheduled meetings (either in-person or via teleconference) with RUHS-BH 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

format.

3. PROPERTY MANAGER agrees to provide current NPLH resident 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 RUHS-BH as requested and as more fully specified in Exhibits B and C.
4. PROPERTY MANAGER agrees to contact RUHS-BH when a tenant's health, safety or housing are at risk. Refer to Exhibits B and C.
5. PROPERTY MANAGER agrees to work closely with the authorized representative of the PARTNERSHIP to handle issues at the PROJECT when appropriate.
6. PROPERTY MANAGER shall ensure that its staff members working at the PROJECT are aware of the roles, responsibilities and personnel of PROPERTY MANAGER and RUHS-BH. PROPERTY MANAGER 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 and RUHS-BH in the event of an emergency.
7. PROPERTY MANAGER agrees to notify RUHS-BH whenever it becomes aware of conduct or behavioral issues of any NPLH resident(s) that could result in the termination of the resident's lease. Refer to Exhibit A.
8. PROPERTY MANAGER agrees to notify RUHS-BH 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. PROPERTY MANAGER agrees to provide an authorized representative to the PARTNERSHIP and RUHS-BH who will perform the following functions in matters pertaining to the PROJECT:
 - a. Establish policies and procedures pertaining to the provision of social services to the residents of the NPLH Units as outlined in the Supportive Services Plan prepared by RUHS-BH and the General Social Services Plan prepared by CARE in consultation with representatives of the PARTNERSHIP and PROPERTY MANAGER.
 - b. Respond to complaints and concerns from all parties, including residents.
 - c. Collaboratively advocate for continued and expanded social services for residents of the PROJECT.
 - d. Attend meetings when and as convened by RUHS-BH, including those identified in Section II. Refer to Exhibit B.
10. PROPERTY MANAGER agrees to maintain compliance with all provisions of

the NPLH Regulatory Agreement of the PROJECT, other than those that are the responsibility of RUHS-BH, including, without limitation, provisions of the supportive services required under Section 51 of Exhibit D of the Standard Agreement executed in connection with the NPLH funding.

III. PRIOR RUHS-BH APPROVAL

- A. RUHS-BH shall have the right to review and approve in advance all special needs and reasonable accommodation plans relevant to the needs of NPLH residents. Revisions and changes to these plans are to be submitted to RUHS-BH by PARTNERSHIP and PROPERTY MANAGER as applicable. Refer to Exhibit C.
- B. RUHS-BH notification is required for any material change in the execution of services by PROPERTY MANAGER under this agreement and for any action that could result in the termination, suspension or discontinuity of services provided by PROPERTY MANAGER. Notification does not mean that RUHS-BH accepts such change.

IV. TERM OF AGREEMENT AND EXECUTION OF SUBSEQUENT AGREEMENT

This AGREEMENT is anticipated to have a term of 55 years commencing upon the date of the issuance of the last Certificate of Occupancy for the PROJECT but shall have a term of no less than 20 years.

During the term of this AGREEMENT, the parties will certify in January of each year that the requirements in Exhibit B (Annual Certification Agreement) have been met as evidenced by signatures by all parties involved. The Director of RUHS-BH, or his or her designee, has the delegated authority and is authorized to execute the Annual Certification Agreement.

V. REIMBURSEMENT/PAYMENT

PARTNERSHIP and RUHS-BH agree that there will be no exchange and/or receipt of payment from or to PARTNERSHIP or PROPERTY MANAGER, 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 PROPERTY MANAGER through its agreement with the PARTNERSHIP. Funds that may be used as a subsidy from time to time for NPLH residents will be obtained from RUHS-BH funds and/or from other sources. RUHS-BH shall perform the services outlined in the Supportive Services Plan as more fully detailed Section II of this AGREEMENT, at no cost to PROPERTY MANAGER or PARTNERSHIP.

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 RUHS-BH and HCD. 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 general or limited partner(s) of the PARTNERSHIP 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 affected.

In addition, the following occurrences will give RUHS-BH the right to terminate this Agreement:

- A. In the event a petition for the adjudication of the PARTNERSHIP or PROPERTY MANAGER is filed for voluntary or involuntary bankruptcy, which is not dismissed within ninety (90) days.
- B. In the event that the PARTNERSHIP makes a general assignment of the interests of the PARTNERSHIP hereunder or the interests of the PARTNERSHIP are assigned involuntarily or by operation of law, for the benefit of creditors. Notwithstanding the foregoing, any transfer of the limited partnership interest(s) in the PARTNERSHIP and the transfer, substitution or removal of the general partnership interest in the PARTNERSHIP in accordance with or in violation of the Limited Partnership of the PARTNERSHIP will constitute a default or result in the termination of this Agreement.
- C. In the event of abandonment of the PROJECT by the PARTNERSHIP.
- D. In the event the NPLH Regulatory Agreement is terminated and terms of the NPLH Regulatory Agreement are not met by any party other than RUHS-BH after expiration of the applicable cure period.
- E. In the event PROPERTY MANAGER terminates its involvement with the PROJECT for any reason without providing written notice to RUHS-BH as required in Section II B. Any such termination requires simultaneous notification of HCD by PROPERTY MANAGER. 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. Upon reasonable notice during normal business hours, all records related to the Project shall be open to inspection and may be audited by the authorized representatives of RUHS-BH, 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 PROPERTY MANAGER for a period

of seven (7) years at a minimum, and shall be made available for audit by County, State or Federal representatives as necessary. PROPERTY MANAGER will maintain documents until property management contract terminates at which time all records will be surrendered to the PARTNERSHIP. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records, have been fully resolved. The seven (7) year period commences upon issuance of a certificate of occupancy to the PROJECT. There may be records retention requirements associated with agreements provided by HCD and TCAC, along with records retention requirements of other governing and regulatory bodies, including County, State and/or Federal mandates and laws, in which case exceptions to the seven (7) year retention period will be in effect.

VIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. If and when applicable, the PARTNERSHIP in this AGREEMENT is subject to, and shall cause PROPERTY MANAGER 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 to cooperate and shall cause PROPERTY MANAGER 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 agree that it shall be, and shall cause PROPERTY MANAGER to comply, 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 University Health System – Behavioral Health
Attn: Ashley Trevino-Kwong
4095 County Circle Drive
Riverside, CA 92503
(951) 358-4521

B. Confidentiality

The PARTNERSHIP agrees and shall cause PROPERTY MANAGER 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 PROPERTY MANAGER 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 RUHS-BH will notify the RUHS-BH 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 and intentional disclosure of confidential information by PROPERTY MANAGER or the PARTNERSHIP shall be considered a material breach of this AGREEMENT, subject to applicable notice and cure periods.

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 RUHS-BH, the PARTNERSHIP and PROPERTY MANAGER.
- B. All notices pertaining to this AGREEMENT shall be sent to the following:

RUHS-BH

Riverside University Health System - Behavioral Health
4095 County Circle Drive
Riverside, CA 92503
Attention: Rhyan Miller

Tel: (951) 358 - 4500
E-mail: rmiller@ruhealth.org

Fax: (951) 358-4313

PROPERTY MANAGER

ConAm Management Corporation
3990 Ruffin Road, Suite 100
San Diego, CA 92123
Attention: Julie Brawn-Whitesides

Tel: (858) 614-7248
E-mail: jbwhitesides@conam.com

Fax: (858) 614-1644

With a copy to:

ConAm Management Corporation
1700 Iowa Avenue, Suite 160
San Diego, CA 92507

Attention: Crystal Freel

Tel: (858) 614-7259
E-mail: cfreel@conam.com

Fax: (858) 614-7459

PARTNERSHIP

Riverside Cedar Glen Partners II, L. P.
100 Pacifica, Suite 203
Irvine CA, 92618

Attention: Mitch Slagerman

Tel: (949) 878-9373
E-mail: mslagerman@palmcommunities.com

Fax: (949) 878-9373

HCD

California Department of Housing and Community Development
No Place Like Home Program
2020 W. El Camino Avenue, Suite 130, Sacramento, CA 95833
Attention: Contracts Manager, Business & Contracts Services Branch

X. MISCELLANEOUS PROVISIONS

- A. **ASSIGNMENT:** This AGREEMENT shall not be assigned by the PARTNERSHIP or PROPERTY MANAGER, either in whole or in part, without prior written consent of RUHS-BH and HCD. Any assignment or purported assignment of this AGREEMENT by the PARTNERSHIP or PROPERTY MANAGER without the prior written consent of RUHS-BH and HCD will be deemed void and of no force or effect.

This Agreement shall not be assigned by RUHS-BH, either in whole or in part, without prior written consent of Partnership and HCD. Such written consent shall not be unreasonably withheld by PARTNERSHIP or PROPERTY MANAGER. Any assignment or purported assignment of this Agreement by RUHS-BH without the prior written consent of the Partnership and HCD will be deemed void and of no force or effect.

- B. **LICENSE AND CERTIFICATION:** The PARTNERSHIP and PROPERTY MANAGER 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 relating to the ownership and operation of the Project.
- 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, PROPERTY MANAGER and RUHS-BH warrant and certify 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, PROPERTY MANAGER and RUHS-BH further warrant and certify that they shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this AGREEMENT.
- E. HOLD HARMLESS – INDEPENDENT, PARTNERSHIP and PROPERTY MANAGER. It is understood and agreed by all parties that the PARTNERSHIP and PROPERTY MANAGER are independent entities and that no relationship of employer - employee exists between RUHS-BH and the parties hereto outside or what is explicitly declared and outlined in this AGREEMENT. The PARTNERSHIP and PROPERTY MANAGER shall not be entitled to any benefits payable to employees of RUHS-BH, including County Workers' Compensation Benefits. RUHS-BH is not required to make any deductions from the compensation payable, if any, to the PARTNERSHIP, or PROPERTY MANAGER under the provisions of this AGREEMENT. As independent entities, the PARTNERSHIP and PROPERTY MANAGER hereby hold RUHS-BH harmless from any and all claims that may be made against RUHS-BH 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 and/or, to the extent set forth herein, PROPERTY MANAGER shall indemnify and hold harmless RUHS-BH, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as the "COUNTY") from any liability, action, claim or damage whatsoever, based or asserted upon any services of PARTNERSHIP and/or PROPERTY MANAGER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature; provided, however, PROPERTY MANAGER shall only be required to indemnify, hold harmless and/or defend RUHS-BH and/or the COUNTY to the extent that a liability, action, claim or damage covered by this Section A arises from the willful misconduct or gross negligence of the PROPERTY MANAGER. The PARTNERSHIP and/or, to the extent set forth herein, PROPERTY MANAGER shall defend RUHS-BH and/or the COUNTY at its sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such alleged acts or omissions. With respect to any

action or claim subject to indemnification herein by the PARTNERSHIP and/or PROPERTY MANAGER, the PARTNERSHIP and/or PROPERTY MANAGER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RUHS-BH and/or the COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the PARTNERSHIP's and/or PROPERTY MANAGER's indemnification to Indemnitees as set forth herein. The PARTNERSHIP's and/or PROPERTY MANAGER's obligation hereunder shall be satisfied when the PARTNERSHIP and/or PROPERTY MANAGER has provided to RUHS-BH and/or the COUNTY the appropriate form of dismissal relieving RUHS-BH and/or the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law. Notwithstanding the above provisions of this Section A, neither PARTNERSHIP's nor PROPERTY MANAGER's shall not be required to indemnify, protect, defend and/or hold harmless the RUHS-BH and/or the COUNTY for any liability to the extent caused by the gross negligence or intentional misconduct of the RUHS-BH and/or the COUNTY.

- B. Without limiting the indemnification of the COUNTY or RUHS-BH by PARTNERSHIP or PROPERTY MANAGER, 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 or PROPERTY MANAGER 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.
- C. RUHS-BH shall indemnify, protect, defend, and hold the PARTNERSHIP, PROPERTY MANAGER, and their successors and assigns, shareholders, directors, members, managers, officers, employees, agents, attorneys, representatives and contractors (collectively, the "Indemnified Parties") harmless from any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities (including without

limitation sums paid in settlements of claims), interest, or losses, including reasonable attorneys' fees and expenses (including without limitation any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other reasonable costs and expenses of any kind or nature and including, without limitation, any claim by HCD for repayment of some or all of the NPLH Loan Funds (collectively, the "Partnership Costs") that arise directly or indirectly from or in connection with RUHS-BH's failure to perform any obligation to provide supportive services and related activities in accordance with the terms of the NPLH documents, including, without limitation Section 51. of Exhibit D to the Standard Agreement, and, (b) any breach of the obligations, representations, warranties or other terms and conditions of the NPLH Documents by RUHS-BH. Notwithstanding the above provisions of this Section C, RUHS-BH shall not be required to indemnify, protect, defend and/or hold harmless the Indemnified Parties for any liability, including, but not limited to, the Partnership Costs, to the extent caused by the gross negligence or intentional misconduct of the Indemnified Parties. Any amount due under this Section by RUHS-BH shall be paid within thirty (30) days of written demand made therefore from the other Party.

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

The PARTNERSHIP, PROPERTY MANAGER and RUHS-BH mutually agree to fully and faithfully perform all applications 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.

RIVERSIDE CEDAR GLEN PARTNERS II LP, a California limited partnership

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

By: Palm Communities, a California corporation, its sole member and manager

By:  3/12/21
Danavon L. Horn, President Date

By: Las Palmas Housing & Development Corporation, a California nonprofit public benefit corporation, its managing general partner

By: _____
Joseph M. Michaels, President Date

CONAM MANAGEMENT CORPORATION

By: _____
Julie Brawn-Whitesides Date
Executive Vice President

COUNTY OF RIVERSIDE

By: _____
Matthew Chang, Director Date
RUHS-Behavioral Health

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

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By: _____
Danavon L. Horn, President Date

By: Las Palmas Housing & Development Corporation, a California nonprofit public benefit corporation, its managing general partner

By:  _____
Joseph M. Michaels, President Date 3/11/21

CONAM MANAGEMENT CORPORATION

By: _____
Julie Brawn-Whitesides Date
Executive Vice President

COUNTY OF RIVERSIDE

By: _____
Matthew Chang, Director Date
RUHS-Behavioral Health

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

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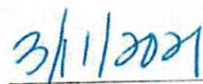
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Danavon L. Horn, President Date

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By: _____
Joseph M. Michaels, President Date

CONAM MANAGEMENT CORPORATION

By:  _____
Julie Brawn-Whitesides Date
Executive Vice President


Date

COUNTY OF RIVERSIDE

By: _____
Matthew Chang, Director
RUHS-Behavioral Health Date

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

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By: _____
Danavon L. Horn, President Date


By: Las Palmas Housing & Development Corporation, a California nonprofit public benefit corporation, its managing general partner

By: _____
Joseph M. Michaels, President Date

CONAM MANAGEMENT CORPORATION

By: _____
Julie Brawn-Whitesides Date
Executive Vice President

COUNTY OF RIVERSIDE

By:  _____
Matthew Chang, Director Date
RUHS-Behavioral Health 4/19/2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  _____
Deputy County Counsel

EXHIBIT A

PROPERTY MANAGEMENT – TENANT SERVICE COORDINATION
MONTHLY MEETING RECORD
CEDAR GLEN II 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 Certification Agreement

Pursuant to Section IV of the AGREEMENT, the parties certify and agree to satisfy the following requirements:

	Item	Description	Submitted to
1	Submit monthly occupancy log as specified in Section II D 3	Document summarizing move-in/move-out activity and rents each month for the preceding 12 months for NPLH Units	<ul style="list-style-type: none"> ▪ HHOPE Program Attn: Marcus Cannon
2	Submit Annual Self Certification Form – provided as Attachment A to this AGREEMENT and other compliance forms as required by regulatory bodies	Document summarizing operation of property, required by HCD, submitted for the preceding fiscal year (Attachment A) and other compliance forms as required by regulatory bodies	<ul style="list-style-type: none"> ▪ HHOPE Program Attn: Marcus Cannon ▪ Deputy Director – Housing, Riverside University Health System - Behavioral Health ▪ Copies to HCD as identified in Section IX of the Cooperative Agreement
3	Establish twice yearly meetings among all parties as specified in Section II A 4, B 14, B 18, C 2, C5, D 2, D 9	Scheduling of at least two senior or executive management level meetings for current year	<ul style="list-style-type: none"> ▪ HHOPE Program Attn: Marcus Cannon ▪ Deputy Director, Riverside University Health System - Behavioral Health
4	Provide an independent audit for the PROJECT prepared by a certified public accountant no later than 90 days after the end of the fiscal year of the PROJECT	Independent audit prepared in accordance with the requirements noted in the NPLH Regulatory Agreement and the current audit requirements of HCD	<ul style="list-style-type: none"> ▪ HHOPE Program Attn: Marcus Cannon ▪ Deputy Director, Riverside University Health System - Behavioral Health ▪ HCD

The authorized signatures below indicate that the requirements specified above have been satisfied for a period of one year.

RIVERSIDE CEDAR GLEN PARTNERS II LP, a California limited partnership

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

By: Palm Communities, a California corporation, its sole member and manager

By: _____
Danavon L. Horn, President Date _____

By: Las Palmas Housing & Development Corporation, a California nonprofit public benefit corporation, its managing general partner

By:  _____
Joseph M. Michaels, President Date 5/11/21

CONAM MANAGEMENT CORPORATION

By: _____
Kelly Tesso, Regional Portfolio Manager Date _____

COUNTY OF RIVERSIDE

By: _____
Matthew Chang, Director
RUHS-Behavioral Health Date _____

EXHIBIT C

RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
Matrix of Reporting, Compliance and Document Submissions

Item	Name of Document and Source	Description and Reference Location(s) in Agreement	Frequency or Due Date	Submitted to
1	Monthly Occupancy Log and records of monthly meetings - PROPERTY MANAGER	Writable form document summarizing move-in/move-out activity, rents, information on eviction proceedings; records of monthly meetings. Refer to Section II D 3 and Exhibit A	Monthly, due on or before the 15th day of each month	HHOPE Program, Attn: Marcus Cannon
2	Notification of Vacancy – PROPERTY MANAGER	Notification of permanent or temporary vacancy of NPLH unit for any reason. Refer to Section II B 11	Within 3 business days of the vacancy of the unit	HHOPE Program, Attn: Marcus Cannon
3	Notice of Significant Action – PARTNERSHIP and PROPERTY MANAGER	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 16,18 and 22; Section III B and Section VI E	Within 3 business days of such an event, as indicated within this AGREEMENT	HHOPE Program, Attn: Marcus Cannon
4	Notice of Intent to Change Property Management - PARTNERSHIP	Provides notification to RUHS-BH of intention to change property management provider and establishes mandatory timetable for collaboration of transition with RUHS-BH. Refer to Section II B 17	No less than 30 days of determination of intention to change property management	Deputy Director, Riverside University Health System - Behavioral Health
5	Notice of Change in Provider or Structure of on-site Supportive Services Programs required by TCAC or others – PARTNERSHIP and PROPERTY MANAGER	Provides notification of change in supportive service programs and services, providers, frequency of on-site activities and related changes that affect onsite services required by TCAC or others. Refer to Sections II B 15	Within 30 calendar days of the occurrence of any applicable change	HHOPE Program, Attn: Marcus Cannon
6	Notice of Initiation of Legal Action or Grievance Proceeding - PROPERTY MANAGER	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 4, 7 and 8	Within 30 calendar days of the occurrence of any applicable event	HHOPE Program, Attn: Marcus Cannon

Item	Name of Document and Source	Description and Reference Location(s) in Agreement	Frequency or Due Date	Submitted to
7	Annual Self Certification Form – provided as Attachment A to this AGREEMENT-PARTNERSHIP	Document summarizing operation of property, required by HCD. Refer to Section IV and Exhibit B	Annually, within 30 calendar days of closing of property manager's fiscal year	Deputy Director, Riverside University Health System - Behavioral Health with copies to HCD.
8	Supportive Services Budget – RUHS – BH	Review and approved of budget for the costs of providing supportive services for the upcoming fiscal year, developed by RUHS-BH. Refer to Section II B 23	Annually, prior to July 1	HHOPE Program, Attn: Marcus Cannon
9	Audit of PROJECT prepared by CPA - PARTNERSHIP	Audit prepared to HCD and NPLH program standards, required by HCD in NPLH applications. Refer to Section II B 24	Annually, within 90 days of the end of the fiscal year of the PROJECT	HCD, with a copy to HHOPE Program, Attn: Marcus Cannon
10	Reports, data and information about PROJECT and NPLH Program – PARTNERSHIP AND PROPERTY MANAGER	Various reporting and compliance reports, data and information as required by Housing Authority of the County of Riverside and NPLH Program Guidelines. Refer to Section II B 25.	As specified by the requester	Deputy Director, Riverside University Health System - Behavioral Health with copies to HCD, HACR and others

Attachment A: Annual Self-Certification Form

**SUBJECT TO CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT REQUIREMENTS
NO PLACE LIKE HOME HOUSING PROGRAM**

Exhibit X to NPLH Regulatory Agreement

Document to be provided by HCD

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 HCD and Riverside University Health System – Behavioral Health at the addresses listed below.

Signed by: _____ Date: _____

Title: _____

Organization: _____

Mailing Addresses:

California Department of Housing and Community Development
No Place Like Home Program
2020 W. El Camino Avenue, Suite 130, Sacramento, CA 95833
Attention: Contracts Manager, Business & Contracts Services Branch

Riverside University Health System – Behavioral Health
4095 County Circle Drive
Riverside, CA 92503
Attention: Deputy Director