

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COUNTY OF MONTEREY HEALTH DEPARTMENT/BEHAVIORAL HEALTH  
BUREAU, COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING  
ASSOCIATION (CHISPA), INC., CHISPA MHSA, LLC, CHISPA HOUSING  
MANAGEMENT, INC., AND INTERIM, INC.**

This Memorandum of Understanding, hereinafter referred to as "MOU" is made and entered into on January 1, 2014 by and between County of Monterey Health Department/Behavioral Health Bureau (hereinafter referred to as "County – HBH"), Community Housing Improvement Systems and Planning Association (CHISPA), INC., a California nonprofit public benefit corporation (hereinafter referred to as "Sponsor"), CHISPA MHSA, LLC, a California limited liability company (hereinafter referred to as "Owner"), CHISPA HOUSING MANAGEMENT, INC. (hereinafter referred to as "CHMI"), and INTERIM, INC. to define the housing services and support roles and responsibilities of each party at the Wesley Oaks Shared Home Development.

**I. RECITALS**

- A. County – HBH is responsible for implementing the development of programs and services funded by the Mental Health Services Act (MHSA).
- B. As part of the California MHSA Housing Program, which is administered by the California Housing Financing Agency (CalHFA), County – HBH was allocated funding from the Department of Health Care Services (DHCS – formerly California State Department of Mental Health - DMH) to invest in permanent supportive housing for households with at least one member who has severe mental illness and/or serious emotional disturbance (as defined under MHSA) and who are homeless or at risk of homelessness (also as defined under MHSA as MHSA Eligible Households).
- C. As part of the approval of the updated Wesley Oaks Supportive Services Plan, attached as Exhibit B - Supportive Housing and Services Information of this MOU, DHCS and CalHFA require this MOU to address the roles and responsibilities of County - HBH, Sponsor, Owner, CHMI, and Interim, Inc.

**II. BACKGROUND**

- A. County – HBH issued a Notice of Funding Availability (NOFA) in collaboration with the Monterey County Housing and Redevelopment Office for the purpose of soliciting and identifying projects that are in line with the MHSA Housing Program.
- B. Sponsor responded to the NOFA and was awarded a loan commitment by CalHFA of five Hundred Sixty Thousand Three Hundred Forty-Nine Dollars (\$560,349) of MHSA Housing Program funds (hereinafter referred to as "MHSA Funds"), pursuant to that certain CalHFA commitment letter attached to the MOU between County – HBH, Sponsor, Owner, and CHMI approved by the Monterey County Board of Supervisors on May 25, 2010, to develop and operate the Wesley Oaks Shared Home, a four (4)-unit shared housing rental development located at 138 Carr Avenue, Salinas, California.

- C. MHSAs funds in the amount of Two Hundred Sixty Thousand Five Hundred Dollars (\$260,500) of the total MHSAs Funds were designated as operating subsidy to assist the Owner in the ongoing operations of the Wesley Oaks Development and Two Hundred Ninety-Nine Thousand Eight Hundred Forty-Nine Dollars (\$299,849) of the MHSAs Funds were comprised of capital funds to assist with the construction of the Wesley Oaks Development.
- D. All four (4)-units in the Wesley Oaks Development are permanent supportive housing units restricted to MHSAs Eligible Households under the MHSAs Housing Program.
- E. County – HBH is the lead agency in collaborating the housing development and supportive services of the Wesley Oaks Shared Home.
- F. Sponsor formed the Owner, CHISPA MHSAs, LLC, to develop the Wesley Oaks Development. CHMI is an affiliate of Sponsor and will act as the property manager for the Wesley Oaks Shared Home. Owner shall manage its own property management subsidiary CHISPA Housing Management, Inc. (CHMI).
- G. Interim, Inc. accepted to become the contracted housing and mental health services provider for the Wesley Oaks Shared Home under the updated Supportive Housing and Services Information Plan, which expands the MHSAs age criteria to include all adults, age 18 and over.

### **III. MOU AND SUPPORTIVE HOUSING AND SERVICES INFORMATION PLAN**

- A. This MOU updates the original Supportive Housing and Services Information Plan as follows:
  - 1. Expands the age criteria from Transition Aged Youth (ages 18 through 25) to also include MHSAs eligible adults and seniors; and
  - 2. Adds Interim, Inc., a housing and mental health service provider, with a long history of providing supportive housing services in Monterey County, who will provide the supportive services at the Wesley Oaks Shared Home in collaboration with Monterey County Behavioral Health.
- B. This MOU does not replace, amend, or supersede any other MOU and/or MOU in effect among the parties' relationship to the Wesley Oaks Shared Home development and program(s). This MOU will act in conjunction to the parties' relationship to the development.

### **IV. PURPOSE**

The primary mission of the Wesley Oaks Shared Home services program is to support the tenant in attaining and maintaining residency and in achieving wellness and recovery. This is achieved by assisting the tenant achieve stability and recovery through a wide variety of supportive services. Services are available to all residents, although participation is voluntary.

### **V. POPULATION OF FOCUS**

The population of focus is adults, 18 and over, who are homeless or at-risk of homelessness, as

defined under the MHSA Housing program. The Community Services Support (CSS) Plan and the MHSA definition of target population that the individual(s) must meet are outlined in the program eligibility criteria as provided in Exhibit B – (updated) Supportive Housing and Services Information Plan, Section D.3, Tenant Selection Plan, C. attached to this MOU.

## **VI. COMPLIANCE WITH STATE OR FEDERAL GRANT TERMS**

Sponsor, Owner, CHMI, and Interim, Inc. shall comply with all the provisions of Proposition 63 (2004) Mental Health Services Act and the Department of Health Care Services' regulations and requirements related to MHSA, to the extent applicable to Sponsor, Owner, CHMI, and/or Interim, Inc.

## **VII. FINANCIAL PROVISIONS**

This MOU does not contain any fiscal provisions among the parties. Operating subsidy provisions are provided under the MHSA Regulatory Agreement, a separate Agreement, between CalHFA and Sponsor, Owner, and CHMI. Fiscal provisions are provided under a separate Agreement between the County – HBH and Interim, Inc.

## **VIII. REPORTING REQUIREMENTS**

Designated Sponsor, Owner, CHMI, and Interim, Inc. staff will meet regularly with the designated County – HBH Services Manager to monitor progress on tenant and project development outcomes. Sponsor, Owner, CHMI and/or Interim, Inc. respective designated Services Manager will report outcome data regularly, and provide data updates as necessary, to County – HBH according to the requirements as set forth by the State and local government. County – HBH will provide to the Sponsor, Owner, CHMI, and/or Interim, Inc. the reporting requirements, forms and instructions as required by the State and local government. The parties will coordinate with and assist County – HBH in preparing any reports necessary to comply with CalHFA and DHCS requirements.

## **IX. TERM AND TERMINATION**

- A. This MOU shall become effective as of the date set forth above and shall continue thereafter until the occurrence of the earliest of the following events to be confirmed by written notice from the County – HBH to the Sponsor, CHMI, the Owner and Interim, Inc.
- 1) Termination of the MHSA Housing Program Loan;
  - 2) Termination with a thirty (30) day written notice from any party;
  - 3) Termination by the County – HBH for good cause; or
  - 4) Termination by the County – HBH if in the County – HBH's reasonable determination the Owner is not reimbursed by CalHFA in a timely manner as determined by County – HBH.
- B. This MOU may be renewed or renegotiated upon mutual written consent of all parties, herein. If there is a need for revision of this MOU, the initiating agency will request a meeting and provide in writing at the time of the request a draft of changes to be considered.

## **X. CONFIDENTIALITY**

- A. To the extent permitted by law, the parties herein, agree to share information regarding the MHSA tenant(s) affected by this MOU. Information from the individual(s)' history shall be used only to gain an understanding of the needs of the tenant(s) and to improve the planning, delivery and evaluation of services. The sharing of information related to specific case histories, as permitted by law, is deemed essential to interagency collaboration.
- B. The parties herein, agree to participation in an integrated housing system of services and shall comply with established confidentiality protocols and common policies and procedures for obtaining and exchanging information. Each party to this MOU shall be individually responsible to assure compliance with all State or Federal law, statutory or regulatory requirements specific to the programs or services administered, managed or provided by its' respective agency.
- C. The Sponsor, Owner, CHMI, or Interim, Inc. shall indemnify and hold harmless the County of Monterey (County – HBH) for any and all damages or losses that incur as a result of the respective party's breach of the tenant's right to confidentiality.

## **XI. COUNTY INDEMNIFICATION**

The Sponsor, Owner, CHMI, and Interim, Inc. shall indemnify, defend, and hold harmless the County of Monterey (hereinafter, for 'Indemnification' and 'Insurance' purposes, referred to as COUNTY and inclusive of County – HBH), its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Sponsor, Owner, CHMI, or Interim, Inc.'s performance of this MOU, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "Sponsor's, Owner's, CHMI's, or Interim, Inc.'s performance" includes Sponsor's, Owner's, CHMI's, or Interim, Inc.'s action or inaction and the action or inaction of Sponsor's, Owner's, CHMI's, or Interim, Inc.'s officers, employees, agents and subcontractors.

## **XII. MUTUAL INDEMNIFICATION**

- A. The Sponsor, Owner, CHMI shall indemnify, defend, and hold harmless Interim, Inc., its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Interim, Inc.'s performance of this MOU, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Interim, Inc. "Interim, Inc.'s performance" includes Interim, Inc.'s action or inaction and the action or inaction of Interim, Inc.'s officers, employees, agents and subcontractors.

- B. Interim, Inc. shall indemnify, defend, and hold harmless the Sponsor, Owner, and CHMI, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Sponsor, Owner, or CHMI's performance of this MOU, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Sponsor, Owner, CHMI "the Sponsor's, Owner's, or CHMI's performance" includes the Sponsor, Owner, CHMI's action or inaction and the action or inaction of the Sponsor's, Owner's, CHMI's officers, employees, agents and subcontractors.

### XIII. INSURANCE

- A. Evidence of Coverage. Prior to commencement of this MOU, the Sponsor, Owner, CHMI, and Interim, Inc. shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Sponsor, Owner, CHMI, and/or Interim, Inc. upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The Sponsor, Owner, CHMI, or Interim, Inc. shall not receive approval for services for work under this MOU until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the Sponsor, Owner, CHMI, or Interim, Inc.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

- C. Insurance Coverage Requirements. Without limiting Sponsor's, CHMI's, Owner's, or Interim, Inc.'s duty to indemnify, Sponsor, Owner, CHMI, and Interim, Inc. shall maintain in effect throughout the term of this MOU a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to Sponsor, Owner, CHMI, or Interim, Inc. under this MOU is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to Sponsor, Owner, CHMI, or

Interim, Inc. under this MOU is \$100,000 and less.

3. Workers Compensation Insurance, if Sponsor, Owner, CHMI, or Interim, Inc. employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
  4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Sponsor, Owner, CHMI, or Interim, Inc. shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this MOU.
- D. Other Insurance Requirements, All insurance required by this MOU shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this MOU, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Sponsor, Owner, CHMI, or Interim, Inc. completes its performance of services under this MOU.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Sponsor, Owner, CHMI, or Interim, Inc. and additional insured with respect to claims arising from each subcontractor, if any, performing work under this MOU, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the Sponsor, Owner, CHMI, or Interim, Inc.'s work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the Sponsor, Owner, CHMI, or Interim, Inc.'s insurance.

Prior to the execution of this MOU by the COUNTY, Sponsor, Owner, CHMI, and Interim, Inc. shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this MOU. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way

modify or change the indemnification clause in this MOU, which shall continue in full force and effect.

Sponsor, Owner, CHMI, or Interim, Inc. shall at all times during the term of this MOU maintain in force the insurance coverage required under this MOU and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, Sponsor, Owner, CHMI, or Interim, Inc. shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by Sponsor, Owner, CHMI, or Interim, Inc. to maintain such insurance coverage is a breach of this MOU, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to Sponsor, Owner, CHMI, or Interim, Inc., pursuant to Section III (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by Sponsor, Owner, CHMI, or Interim, Inc., and/or (2) terminate this MOU pursuant to Section IV.

#### **XIV. GENERAL PROVISIONS**

- A. Amendment. This MOU may be amended or modified only by an instrument in writing signed by all the parties, herein.
- B. Assignment and Subcontracting. Sponsor, Owner, CHMI, or Interim, Inc. shall not assign, sell, or otherwise transfer its interest or obligations in this MOU, either in whole or in part, without the prior written consent of the County – HBH. None of the services covered by this MOU shall be subcontracted without the prior written approval of the County – HBH. The County – HBH reserves the right to contract for supportive services with local community-based service providers who will provide services to the Wesley Oaks Share Home development in compliance with the updated Supportive Services Plan approved by DHCS. Any assignment without such consent shall automatically terminate this MOU. Notwithstanding any such subcontract, Sponsor, Owner, CHMI, and Interim, Inc. shall continue to be liable for the performance of all requirements of this MOU.
- C. Authority. Any individual executing this MOU on behalf of County – HBH, the Sponsor, Owner, CHMI, and Interim, Inc. represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such entity and bind the entity to the terms and conditions of this MOU.
- D. Compliance with Applicable Law. The parties, herein, agree to comply with all applicable Federal, State, and local fair housing and civil rights laws, as well as with all equal opportunity requirements, and applicable laws and regulations in performing this MOU. During the performance of this MOU, the parties shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination.
- E. Conflict of Interest. The parties, herein, represent that it presently has no interest and agree not to acquire any interest during the term of this MOU, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this MOU.

- F. Construction of MOU. The parties agree that each party has fully participated in the review and revision of this MOU and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this MOU or any amendment hereto.
- G. Contractor. The term "Sponsor" as used in this MOU includes Sponsor's officers, agents, and employees acting on Sponsor's behalf in the performance of this MOU. The term "Owner" as used in this MOU includes Owner's officers, agents, and employees acting on Owner's behalf in the performance of this MOU. The term "CHMI" as used in this MOU includes CHMI's officers, agents, and employees acting on CHMI's behalf in the performance of this MOU. The term "Interim, Inc." as used in this MOU includes Interim, Inc.'s officers, agents, and employees acting on Interim, Inc.'s behalf in the performance of this MOU.
- H. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU.
- I. County – HBH – Approval. Whenever this MOU calls for County – HBH approval, consent, or waiver, the written approval, consent, or waiver of the Director of Health shall constitute the approval, consent, or waiver of the County – HBH, without further authorization required from the County of Monterey Board of Supervisors, provided that it is determined that the overall feasibility of the objectives of this MOU is not in jeopardy, no additional funds are required from the County – HBH, and no material term of this MOU is altered. The County – HBH hereby authorizes the Director of Health to deliver such approvals or consents as are required by this MOU, or to waive requirements under this MOU, on behalf of the County – HBH upon the terms specified above. Any consents or approvals required under this MOU shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. County – HBH agrees to give reasonable consideration to requests by Sponsor, Owner, CHMI, or Interim, Inc. for extensions of any time deadlines imposed under this MOU, provided that it is determined that the overall feasibility of the objectives of this MOU is not in jeopardy. The County – HBH shall not unreasonably delay in reviewing and approving or disapproving any proposal by Owner made in connection with this MOU. Notwithstanding this delegation, approval of the County of Monterey Board of Supervisors is required to amend this MOU, and this Section I. shall not preclude the Director of Health, in his or her sole discretion from seeking approval from the County of Monterey Board of Supervisors for any matter under this MOU.
- J. Disputes. All parties shall continue to perform under this MOU during any dispute.
- K. Governing Law. This MOU shall be governed by and interpreted under the laws of the State of California.
- L. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this MOU.
- M. Integration. This MOU, including the exhibits hereto, shall represent the entire MOU between the parties with respect to the subject matter of this MOU, hereof, and shall supersede all prior negotiations, representations, and/or MOUs, either written or oral, between the parties as of the effective date hereof.



- N. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provision of this MOU and the provisions of any exhibit or other attachment to this MOU, the provisions of this MOU shall prevail and control.
- O. Non-exclusive MOU. This MOU is non-exclusive and all parties expressly reserve the right to contract with other entities for the same or similar services.
- P. Severability. In the event of changes in law that effect the provisions of this MOU, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this MOU are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this MOU shall remain in full force and effect.
- Q. Successors and Assigns. This MOU and the rights, privileges, duties, and obligations of the parties, herein, under this MOU, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- R. Time is of the essence. Time is of the essence in each and all of the provisions of this MOU.
- S. Waiver. Any waiver of any terms and conditions of this MOU must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this MOU shall not be construed as a waiver of any other terms or conditions in this MOU.

**XV. EXHIBITS ATTACHED TO THIS MOU**

- EXHIBIT A: ROLES AND RESPONSIBILITIES
- EXHIBIT B: SUPPORTIVE HOUSING AND SERVICES INFORMATION PLAN
- EXHIBIT C: SUPPORTIVE SERVICES BUDGET AND BUDGET NARRATIVE
- EXHIBIT D: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT F: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT G: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT H: BUSINESS AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT MODIFICATION FOR SPONSOR (CHISPA, INC.), OWNER (CHISPA MHSA, LLC), AND CHMI (CHISPA HOUSING MANAGEMENT, INC.)

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**XVI. NOTICES AND DESIGNATED LIAISONS**

- A. Any notice, demand or communication under, or in connection with, this MOU may be served upon Owner by personal services, by electronic transmission, by facsimile or by mailing the same by certified mail in the United States Post Office, postage prepaid, and addressed to:

**FOR COUNTY – HBH**  
Wayne W. Clark  
Behavioral Health Director  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4509

**FOR SPONSOR**  
Alfred Diaz-Infante  
CEO/President  
295 Main Street  
Salinas, CA 93901  
(831) 757-6251

**FOR THE OWNER**  
Alfred Diaz-Infante  
CEO/President  
295 Main Street  
Salinas, CA 93901  
(831) 757-6251

**FOR CHMI**  
Alfred Diaz-Infante  
CEO/President  
295 Main Street  
Salinas, CA 93901  
(831) 757-6251

**FOR INTERIM, INC.**  
Barbara Mitchell  
Executive Director  
P.O. Box 3222  
604 Pearl  
Monterey, CA 93942  
(831) 622-9342

- B. Notice shall be deemed satisfied within one (1) business day if provided by personal service, by electronic transmission or by facsimile. Notice shall be deemed satisfied within three (3) business days if provided by certified mail. Either County – HBH, Sponsor, Owner, CHMI, or Interim, Inc. may change its respective address by notifying the other parties, herein, in writing of the new address until further written notice.

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IN WITNESS WHEREOF, COUNTY and the PARTIES, herein, have executed this Memorandum of Understanding of the day and year written below.

**COUNTY OF MONTEREY**

By: [Signature]  
Mike Derr, Contracts/Purchasing Officer

Date: 6-27-14

By: [Signature]  
Ray Bullick, Health Director

Date: 6-25-14

Approved as to Form  
By: [Signature]  
Stacy Saetta, Deputy County Counsel

Date: 5/12/14

Approved as to Fiscal Provisions  
By: [Signature]  
Gary Giboney,  
Deputy Chief Auditor-Controller

Date: 5-15-14

Approved as to Liability Provisions  
By: [Signature]  
Steve Mauck, Risk Manager

Date: 5/20/14

Approved as to Content  
By: [Signature]  
Wayne Clark, Behavioral Health Director

Date: 4/16/14

**OWNER:**

CHISPA MHSA, LLC, a California Limited Liability Company

By: CHISPA, INC., a California nonprofit public benefit corporation

By: [Signature]  
Alfred Diaz-Infante, CEO/President

Date: 5/13/14

**SPONSOR:**

COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING

ASSOCIATION, INC., a California nonprofit public benefit corporation

By: [Signature]  
Alfred Diaz-Infante, CEO/President

Date: 5/13/14

**CHMI:**

CHISPA HOUSING MANAGEMENT, INC. a California corporation

By: [Signature]  
Alfred Diaz-Infante, CEO/President

Date: 5/13/14

**INTERIM, INC.**

By: [Signature]  
Barbara Mitchell, Executive Director

Date: 5/15/14

## **EXHIBITA: ROLES AND RESPONSIBILITIES**

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The parties, herein, agree to collaborate to ensure a consistent ongoing tenancy referral, selection and occupancy process for the Wesley Oaks Shared Home development.

### **COUNTY – HBH agrees to:**

1. Certify that the applicant has a qualifying psychiatric disability as defined by Title 9 of California Code of Regulations (CCR) and will certify the applicant's status as homeless or at-risk of homelessness, as outlined in Exhibit B (updated) Supportive Housing and Services Information, Section D.3 Tenant Selection Plan, attached herein, as part of this MOU.
2. Refer potential MHSA Eligible tenants to Interim, Inc.
3. Refer individuals, not registered with County – HBH services who express interest for housing and meet the eligibility for housing, to Interim, Inc. for screening and eligibility for the Wesley Oaks Shared Home.
4. Make referrals to other permanent/supportive housing for individuals determined to be eligible for MHSA services and housing and provide to these individuals information on other permanent supportive housing programs available. Anybody determined to be ineligible can be provided information of other housing opportunities.
5. Provide all necessary support to the applicant during the screening process, including if desired by the applicant assisting the applicant to complete the required paperwork and accompanying the applicant during interviews with CHMI staff.
6. Provide a designated County – HBH psychiatrist and case coordinator who shall work in partnership with Interim, Inc. and CHMI and other community based organizations to provide the array of housing services and supports.
7. Meet and communicate, as needed, with Sponsor, Owner, CHMI, and/or Interim, Inc.'s designated staff, and other community based organizations to provide the array of housing services and supports.
8. Meet at least quarterly, or more often if requested by Sponsor, Owner, CHMI, and/or Interim, Inc. to address and review any issues related to the development, management, and/or service provisions of the Wesley Oaks Home development.

### **CHMI agrees to:**

1. Provide property management for Wesley Oaks Shared Home development.
2. Employ its own MHSA housing applicant documentation screening criteria as outlined in Exhibit B, (updated) Supportive Housing and Services Information, Section D.3 Tenant Selection Plan, attached herein, as part of this MOU.

Memorandum Of Understanding:  
Monterey County Health/Behavioral Health;  
CHISPA MHSA, LLC; CHISPA, Inc.; CHMI; and Interim, Inc.  
Wesley Oaks Shared Home

3. Make referrals to other permanent/supportive housing for individuals determined to be eligible for MHSA services and housing and provide to these individuals information on other permanent supportive housing programs available. Anybody determined to be ineligible can be provided information of other housing opportunities.
4. Work in partnership with County – HBH and Interim, Inc., and other community based organizations to provide the array of housing services and supports.
5. Alert Interim, Inc. about community issues if/when issues arise and work with the tenants and the neighborhood to address any concerns.
6. Meet and communicate, as needed, with County – HBH's and Interim, Inc.'s designated staff, and other community based organizations to provide the array of housing services and supports.
7. Meet at least quarterly, or more often if requested by County – HBH and/or Interim, Inc. to address and review any issues related to the development, management, and/or service provisions of the Wesley Oaks Home development.

**INTERIM, Inc. agrees to:**

1. Provide the outreach for the project, targeting persons with mental illness who are homeless using culturally competent efforts to contact and engage members of the population of focus.
2. Work with the applicant to obtain all information necessary for CHISPA MHSA, LLC, Owner, to determine eligibility for housing units and make referrals to the CHISPA's property management firm, CHISPA Housing Management, Inc. (CHMI).
3. Seek referrals from County – HBH operated programs and joint County/Interim Inc. MCHOME programs, which also include the CSS MHSA TIP Avanza program.
4. Assist applicant to prepare documentation necessary for CHMI
5. Make referrals to other permanent/supportive housing for individuals determined to be eligible for MHSA services and housing and provide to these individuals information on other permanent supportive housing programs available. Anybody determined to be ineligible can be provided information of other housing opportunities.
6. Provide a designated case manager who shall work in partnership with County – HBH and CHMI, and other community based organizations to provide the array of housing services and supports.
7. Provide case management/mental health services, transportation assistance, employment support, social support, peer support, recreational/social activities, and dinner meal preparation as outlined in Exhibit B, (updated) Supportive Housing and Services Information, Section D.4 Supportive Services Plan, A. Overview and Description of Services, attached herein, as part of this MOU.
8. Participate in training provided by County - HBH and Interim, Inc. that is guided by the Mental Health Services Act values.

9. Lead conflict resolution with tenants on issues not related to property management that affect or have the potential to affect the harmony of the home.
10. Meet and communicate, as needed, with County – HBH’s and Sponsor, Owner, or CHMI’s designated staff, and other community based organizations to provide the array of housing services and supports.
11. Meet at least quarterly, or more often if requested by County – HBH and/or Sponsor, Owner or CHMI, to address and review any issues related to the development, management, and/or service provisions of the Wesley Oaks Home development.

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**EXHIBIT B: MONTEREY COUNTY HEALTH DEPARTMENT BEHAVIORAL HEALTH  
BUREAU SUPPORTIVE HOUSING AND SERVICES INFORMATION  
Wesley Oaks Shared Home**

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**D. 1 CONSISTENCY WITH THREE--YEAR PROGRAM AND EXPENDITURE PLAN**

The Monterey County Health Department, Behavioral Health Bureau (MCHDBH) conducted seventy-seven (77) community meetings during the Community Services and Supports (CSS) public planning process of the Mental Health Services Act (MHSA) and collected input from over 1,800 County residents. Community members who participated in this process included children and youth, Transition Age Youth (TAY), Adults and Older Adults. Participation at these meetings included consumers and family members, low-income communities, ethnic minorities, migrant and new immigrant populations, traditionally marginalized populations, community leaders and other stakeholders. Of the issues identified through the CSS process, the need for housing for the homeless population was identified as a priority with specific attention placed to TAY, ages 18 thru 25.

It is realized that the housing priority needs of the eligible adult population in Monterey County require expanding the age group to include all MHSA eligible adults age 18 and over.

The Wesley Oaks Home is an important element in meeting the CSS state approved plan in that it will provide four (4) new permanent supportive housing units equipped with integrated, comprehensive, culturally competent, supportive housing services. A complete copy of the state approved CSS Plan, is available on the web at: <http://www.mtyhd.org/index.php/service-catalog/item/mental-health-services-act-mhsa-prop-63>

**D.2 DESCRIPTION OF TARGET POPULATION TO BE SERVED**

The target population to be served is adults with a diagnosable mental illness who are homeless or at risk of homelessness and who are or who have been receiving full service partnership type of services and supports. All will be very low-income, falling at or below 50% of the area median income (AMI), based on the 2013 HUD Area Median Income Index of \$25,000 for a one-person family for Salinas (Monterey County, CA). The target population to be served are adults who qualify for public assistance as well as adults who will be employed or can be employed.

Adults with serious psychiatric disabilities in Monterey County experience many barriers that interfere with their ability to achieve and maintain independent living. One of the biggest challenges to living independently is the lack of affordable housing and employment above minimum wage. This is particularly difficult for people with mental illnesses who often times have difficulty obtaining and maintaining housing and employment. While adults with mental illness experience psychological symptoms that need to be managed many adults with mental illness can function independently given the proper supports. Adults with mental illness often need additional support in educational and vocational settings, as well as with their living environments.

### **D.3 TENANT SELECTION PLAN**

The Tenant Selection Plan for the Wesley Oak Home will comply with fair housing laws and regulations. Similarly, any wait list must comply with fair housing laws and regulations.

#### **A. Referrals County vs. Property Management**

Potential tenants for the four (4) permanent MHSA-units must be referred to Wesley Oaks through Monterey County Behavioral Health (MCBH) Housing Program. Interim, Inc., the contracted service provider, will provide the outreach for the project, targeting persons with mental illness who are homeless. Interim, Inc. will use the Interim MCHOME Full Service Partnership (FSP), a joint project of Interim and MCBH, as a service model for Wesley Oaks. Individuals who are served in the CSS MHSA Transition to Independence (TIP) Avanza FSP program will also be eligible for the Wesley Oaks Home. The County will certify that the applicant has a qualifying psychiatric disability and will certify the applicant's status as homeless or at-risk of homelessness. Interim will then work with the applicant to obtain all information necessary for CHISPA MHSA, LLC, Owner, to determine eligibility for housing units and make referrals to the CHISPA's property management firm, CHISPA Housing Management, Inc. (CHMI).

The County's referral process will be as follows:

1. Interim Inc. seeks referrals from County operated and joint County/Interim Inc. MCHOME programs, which also includes the CSS MHSA TIP Avanza program.
2. County will certify for mental disorder as defined by Title 9 of CCR., homelessness or risk of homelessness
3. Interim will assist applicant to prepare documentation necessary for CHMI. CHMI will employ its' own screening criteria.

#### **B. Recruiting Applicants**

The population of focus for this project will be adults, 18 and over, who are homeless or at-risk of homelessness, as defined under the MHSA Housing program. Interim, Inc. will continue to use culturally competent efforts to contact and engage members of the population of focus. Continual, outreach for this program will be performed by Interim staff in conjunction with MCBH and other stakeholders from the community. Interim staff will work cooperatively with other services providers, other public agencies and the community to locate and engage the population of focus.

#### **C. Program Eligibility**

The following is a summary of eligibility criteria as required by the MHSA.

1. Permanent Housing Units- Tenant Income shall not exceed 50% area median income (AMI).
2. Tenants must be single adults, and must have a diagnosable mental disorder as defined by Title 9 of CCR.
3. Tenants must be homeless or at-risk of homelessness as defined under the MHSA Housing program.
4. Tenants must meet the criteria for services as defined under the Community Services and Supports (CSS) Plan for the MHSA.

Memorandum Of Understanding:  
Monterey County Health/Behavioral Health;  
CHISPA MHSA, LLC; CHISPA, Inc.; CHMI; and Interim, Inc.  
Wesley Oaks Shared Home



Consistent with the CSS Plan and the MHSA definition of target population the individual must meet the following criteria:

- a. "Individual" means Transition Age Youth, ages 18 thru 25, Adults, and older Adults (seniors) with serious mental illness as defined in the Bronzan-McCorquodale Act, Welfare and Institutions Code Section 5600.3 (b) (1), et. seq. All persons must be 18 and over or emancipated by a court.
- b. "Homeless" means living on the streets, or lacking a fixed, regular, and adequate night time residence. (This includes shelters, motels and living situations in which the individual has no tenant rights.)

Individuals who are "at risk of homelessness" include:

- a. Transition age youth (as defined In Welfare and Institutions Code Section 5847(c) and in Title 9 California Code of Regulations, Section 3200.080) exiting the child welfare or juvenile justice systems. TAY must be 18 or emancipated by the court.
- b. Adult and Senior individuals discharged from institutional settings include the following:
  - 1) Hospitals - acute psychiatric hospitals, psychiatric health facilities (PHF), skilled nursing facilities (SNF) with a certified special treatment program for the mentally disordered (STP), and mental health rehabilitation centers (MHRC);
  - 2) Crisis and transitional residential settings;
  - 3) Local city or county jails; and
  - 4) Individuals temporarily placed in residential care facilities upon discharge from one of the institutional settings cited above.
- c. Adult and Senior individuals who have been assessed and are receiving services at the MCBH and who have been deemed to be at imminent risk of homelessness, as certified by the County Behavioral Health Director.

#### **D. Documentation of Mental Illness and Eligibility for MHSA Services and Homeless Status**

Monterey County Behavioral Health case coordinator will document mental illness and homeless status consistent with MHSA requirements. For verifying an applicant with mental illness, the documentation process may include verifying an eligible diagnosis through access to County-held records of diagnoses. If there is no documented history in the County records, MCBH will arrange for assessment and diagnosis by a MCBH licensed clinician. MCBH case coordinators will also document eligibility for services as specified in the MHSA CSS Plan. For homelessness, the case coordinator will obtain written verification from the referral source, including the individual in self-referral cases.

Those individuals not registered with MCBH services who express interest for housing in this project will be referred and screen for eligibility for services by the MCBH Program, and those meeting the eligibility for housing, will be referred to Interim, Inc. for screening and eligibility as noted above.

## **E. Referrals to Other Permanent/Supportive Housing**

Persons determined to be eligible for MHSA services and housing will be given information on other permanent supportive housing programs available. Anybody determined to be ineligible can be provided information of other housing opportunities.

## **F. Housing Management Screening**

The Community Housing Improvement Systems and Planning (CHISPA) MHSA, LLC, owns and manages its own property management subsidiary CHISPA Housing Management, Inc. (CHMI). CHMI's scope of work will include review of the completed application, credit report, and criminal history check. As standard procedure, applicants successfully passing this screening for this project will be placed on a property management waiting list, with third-party income verification, review of landlord and/or other references, and collection of verification forms from MCBH occurring as the final step when a specific unit is made available. (Note: lack of poor credit history or lack of landlord references do not necessarily preclude acceptance for tenancy.) Other factors to be considered include whether or not untreated mental illness or homelessness contributed to the poor credit or landlord references. MCBH services staff will provide all necessary support to the applicant during the screening process, including if desired by the applicant assisting the applicant to complete the required paperwork and accompanying the applicant during interviews with property management staff.

CHMI staff will check references provided by the applicant or the Interim or County staff to indicate the ability of the potential tenant to care for the property and pay rent on time, as well as the ability to co-habit peacefully with other residents. References can be provided by staff for transitional housing, a County case manager, staff of a shelter, or other references as applicable. Reference checks will be done to determine a potential resident's ability to comply with the terms of the lease and will include:

- Demonstrated an ability to pay rent on time and in full.
- Followed the rules and regulations.
- Kept his or her residence in a clean and sanitary manner.
- Kept his or her residence undamaged.
- Demonstrated the ability to allow for the peaceful enjoyment of others.

## **G. Waiting List**

Recruit, certify and refer. If more than four (4) applications are received than units available for initial rent-up, then initial applications for the Wesley Oaks Home will be processed by lottery. Prior to the lottery, the project will be publicized through Monterey County Behavioral Health for eligible applicants. After the property manager has concluded the initial rent-up, applications will be processed in the order in which they are received. If no units are available, eligible applicants will be placed on the waiting list maintained by CHMI, upon favorable review of a credit report and criminal background check. CHMI will close the list at such time when ten (10) individuals remain on the wait list. CHMI will inform MCBH and Interim when the wait list is reopened. The processing of credit and criminal reports does not assure, nor does it imply, that an application will be approved, or that management is preparing a particular application for a unit that may be available; the other tenant selection criteria for the property also apply. After initial rent-up of the units, the property's waiting list will include a preference structure as follows:

Memorandum Of Understanding:  
Monterey County Health/Behavioral Health;  
CHISPA MHSA, LLC; CHISPA, Inc.; CHMI; and Interim, Inc.  
Wesley Oaks Shared Home

1. Notice of Decision

All applicants will be given written notification from CHMI of their assigned waiting list number or reason for denial after consideration of the credit and criminal background checks. They will also be given written notification of specific occupancy date or reason for denial after final processing. All notices of denial will include information on the right to appeal and reminder notice of the right to reasonable accommodation for disability. In the event of a successful application for the housing, service staff will be available to assist the tenant in with the move-in process.

2. Fair Housing

This project will comply with all federal, state, and local fair housing and civil rights laws, as well as with all equal opportunity requirements during marketing, rent-up and ongoing operations. The project will not discriminate against prospective residents on the basis of their receipt of, or eligibility for, housing assistance under any federal, state or local housing assistance program or on the basis that prospective residents have minor children. While the Property will not discriminate against those using Section 8 certificates or vouchers or other rental assistance, applicants with such rental assistance must meet all eligibility requirements. The Property will work closely with legal counsel and regulatory agencies throughout the marketing and out-reach process to ensure full compliance with all applicable requirements.

Full documentation of all marketing and outreach efforts will be made throughout the marketing process. All applicants will be asked to provide their referral sources at time of application. At the completion of the lease-up effort, an analysis of all marketing efforts will be made to document their effectiveness.

3. Reasonable Accommodation and Right to Appeal

All applicants will be given notice in the application package of their right to reasonable accommodation as well as their right to appeal screening decisions. All background information obtained from credit reports, criminal history checks and/or landlord or other personal references will be considered in the light of the project's commitment to provide housing for people in transition and with special needs. Applicants with negative background information will have the opportunity to demonstrate that past behavior causing those issues was related to a disability and request reasonable accommodation. The availability of supportive social services that can assist the applicant in meeting the conditions of tenancy may also be considered in evaluating such information.

*Note: All units are non-smoking and no accommodations will be granted to allow smoking inside units.*

Applicants will be entitled to receive a copy of the standard Grievance and Appeal Procedure as used by MCBH, Interim, Inc. and CHMI.

**D.4 SUPPORTIVE SERVICES PLAN**

The primary objective of the Wesley Oaks Home Supportive Services Plan is to support the tenant in attaining and maintaining residency and in achieving wellness and recovery. This is achieved by assisting

the tenant achieve stability and recovery through a wide variety of supportive services. Services are available to all residents, although participation is voluntary.

### **A. Overview and Description of Services**

Interim, Inc. shall be the main designated service provider and will work in partnership with MCBH and CHMI, and other community based organizations to provide the array of services and supports.

Clients identified for this housing program will be single adults with serious mental illness who are homeless or at risk of homelessness. It is anticipated that many of these individuals will come to the program with a need for assistance in achieving success in key life domains due to their mental illness. The individuals may have untreated health issues, including substance abuse disorders and physical health problems. Since each client has a set of unique circumstances impacting his/her ability to achieve success, an individualized approach to assessment of needs, and treatment and goal planning will be used. The services and goals will be designed in partnership with the resident and will be client directed utilizing a strengths based approach.

A multi-disciplinary team, including staff reflecting the ethnic and cultural diversity of tenants, will provide services. The multi-disciplinary team will include a 1.0 FTE case manager from Interim Inc. Interim staff will coordinate services with the MCBH psychiatrist and case coordinator. Residents will have access to peer operated programs through Interim's OMNI Wellness Center in Salinas. In addition, supported education and employment services, as well as Dual recovery services and peer support groups are also offered through other Interim Inc. programs that tenants can utilize. This team will work in collaboration with Monterey County System of Care partners including the Department of Social Services, the California Department of Rehabilitation (DOR) and local educational partners, such as Hartnell Community College.

While all services will be voluntary, a range of mental health services will be offered and provided to all tenants. The complete supportive services program will include the "whatever-it-takes approach" and will include, but not be limited to: assessment and evaluation assistance in accessing benefits; individual goal and service planning; case management; independent living skills development; transportation assistance; money management and financial education; emergency assistance with food and clothing; assistance in accessing other healthcare services including dental, medical and vision; medication education and support, supportive employment and education services; crisis intervention; dual diagnosis treatment and support for residents who have drug and alcohol disorders as well as psychiatric disabilities. Other support services include recreational and social activities, including regular community outings.

#### **Supportive Services provided to residents of the Wesley Oaks Home by Interim Inc. are as follows:**

1. **Case Management/Mental Health Services:** Case management services will be provided to all residents to assure that each resident is able to maintain housing. Services will be offered that enable a resident to function at the optimal level and move towards wellness and recovery. Each resident will be assessed to determine the type of services required and to determine the optimal plan for delivering services. Case managers will help residents obtain social and healthcare services from other agencies to help further each resident's social, vocational, recreational, and

health goals. Further duties provided by case managers include: crises intervention, medication education and support, assistance in development of daily living skills, and linkage and brokerage with other services. Some of these services are provided onsite, while the majority are provided in the community, including individual assistance, group support or classes in areas such as cooking and budgeting.

2. **Transportation Assistance:** Few residents of the Wesley Oaks Home are expected to have their own vehicles. Residents will be encouraged to use public transportation and a case manager will assist residents to learn the public transport system if needed. Limited bus tickets are provided for residents who have insufficient income to pay for their own transportation. The case manager will provide transportation to doctor's appointments, grocery shopping and other necessary appointments if the tenant is unable to use other means of transportation,
3. **Employment Support:** Employment assistance and ongoing vocational support will be provided to individuals with psychiatric disabilities who are referred through MCBH. Employment services include career planning, job development, placement and coaching, follow-along support, and vocational support groups. All residents of Wesley Oaks will be eligible for and encouraged to use this service. Additional vocational support will be accessed through community resources such as the One-Stop Career Center and the Regional Occupational Program (ROP). The DOR provides financial assistance for work, clothes, training, transportation, books and/or school for eligible clients. Eligible clients will be encouraged to use DOR.
4. **Social Support, Peer Support, Recreational/Social Activities:** These supports and activities are offered through several programs offered by Interim, Inc., which includes the OMNI Resource Center in Salinas that offers peer led groups, recreational and social activities, as well as activities that promote individual engagement with the community. These programs are facilitated by peers who are employed by Interim. The OMNI Resource Center is reachable by public transit (bus) from the Wesley Oaks Home.
5. **Dinner meal preparation:** In order to engage tenants, a group, tenant prepared dinner will be offered at least three (3) days/week depending on tenant interest. Food will be provided under the supportive services budget.

## **B. Strategies for Tenant Engagement**

Interim, Inc. offers over two-hundred (200) units of supportive housing, including housing for twenty-one (21) persons in a MHSA Housing Program (Sunflower Gardens.) Interim is in the process of developing an additional (9) nine units of MHSA Housing in Marina, California in the Rockrose Gardens project. Interim has been successful in engaging tenants by offering peer-led programs, as well as social, recreational and employment opportunities.

Case management services will be offered on-site to maximize the success of the residents in maintaining their shared housing. These services will be provided on a consistent basis in a proactive manner to address any challenges that the residents are encountering. Other services will be provided off site in order to provide a normalized environment for the tenants at the residence. Frequency of individual service utilization will be individually determined. Supportive services staff will also assist tenants in

accessing other services as appropriate to meet the residents' individual needs to attain recovery and stability in order to successfully remain housed. Staff uses the principles of the Intensive Integrated Services model and Motivational Interviewing techniques to develop and maintain relationships with tenants.

All staff will participate in training provided by MCBH and Interim, Inc. that is guided by the Mental Health Services Act values. In addition, staff are trained in Harm Reduction and in modalities that are best practices for working with persons who are homeless or at risk of homelessness.

### **C. Home Rules/Guidelines**

House rules or guidelines above those required by CHMI will be developed and designed in conjunction with tenants. These guidelines will serve to provide tenants with a set of expectations that will ensure that the peace and order of the home is maintained for the protection and consideration of all tenants. The case manager will hold weekly tenant meetings in the house. When community issues arise and the issues pertain to CHMI, CHMI staff will alert the service provider about said issues and property management staff will work with the tenants and the neighborhood to address any concerns. The staff providing services will work with tenants and encourage them to participate in community neighborhood activities and to attend meetings if any are taking place in the neighborhood. The case manager will work with tenants to remind them of good neighborly etiquette and remind them of their responsibilities as tenants.

Interim, Inc. service staff will be the lead conflict resolution on issues not related to property management that affect or have the potential to affect the harmony of the home. Service staff will have regular house meetings at which time these issues may be addressed. If issues require immediate resolve and require staff intervention, these issues will be handled as they become present. It is expected that some issues will arise due to the nature of the shared tenancy and as such tenants will learn to solve some of these minor immediate issues on their own. Conflict Resolution will be a major component of the skills that service providing staff will work on with tenants. Interim intends to offer a stipend to a tenant who shows leadership potential to be a house "safety monitor" and to help monitor house chores. This may be rotated through tenants.

### **D. Service Provider (s) and Property Management Relationship**

Interim Inc. will be the primary Service Provider and CHMI is the Property Management with extensive experience with property management. CHISPA has considerable experience in providing community services to tenants and has a dedicated team that works in coordinating the delivery of those services. CHMI's own experience in providing an array of community services to tenants will facilitate CHISPA and CHIMI's cooperative relationship with Interim, Inc. and with the tenants.

### **E. Communication Plan between Service Provider and Property Manager re: Tenant Status**

A critical element of supporting tenants in maintaining housing is the communication and relationship between all the service providers and the property management staff. Interim, Inc. will have a case manager, who will act as the single point of contact for communications and coordination of supportive services. The case manager will work under the director of the MCHOME Housing Program, which provides housing and intensive integrated services for homeless persons with mental illness in a program

jointly operated with MCBH. The Interim case manager will work in arranging for an array of services for tenants. CHMI staff and the Interim case manager will communicate when tenant behaviors place an individual at risk for eviction. The goal for these communications is to maintain clear delineation of roles and responsibilities between service provider and property management and to support housing retention for tenants.

#### **D.5 SUPPORTIVE SERVICES CHART**

<b>Supportive Service</b>	<b>Services Provider/Partnership</b>	<b>Service Location</b>
<u>Case Management:</u> Mental health services, needs assessment, develop action goals/plans and skills training.	Interim, Inc.	On-site with some services provide off-site.  Transportation provided for off-site services when needed.
<u>Personal Financial Support:</u> Benefits assistance with application for benefits including SSA/SSI/GA, food stamps and Medi-Cal.	Monterey County Department of Social Services (DSS)	Off-site.
<u>Employment Assistance:</u> Employment services include job development, placement and coaching; follow along support and vocational support groups. Additional financial assistance for work, clothes, training, transportation, books and/or school for eligible clients will be accessed through available resources.	Interim, Inc., DOR, ROP and other local public agencies	Off-site in appropriate locations.
<u>Educational/Career Planning:</u> Individual career and educational assessments will be provided through available resources. Individual educational and career goals will be developed and support will be provided in order to achieve these goals.	Local community college resources, California State at Monterey Bay student assistance and Adult Schools	Off-site in appropriate locations.
<u>Recreational/Social Services/Support Programs:</u> Recreational and social activities as well as activities that promote individual engagement with the community will be provided.	Interim, Inc. Peer Support programs	Off-site at OMNI Resource Center, Salinas.

#### **D.6 DESIGN CONSIDERATIONS**

The MHSA-funded shared home in the Wesley Oaks Subdivision will be a 1,385 square foot single-story home with four bedrooms and two bathrooms.

Both bathrooms are accessible from all bedrooms. There is no private “master bath.”

Memorandum Of Understanding:  
Monterey County Health/Behavioral Health;  
CHISPA MHSA, LLC; CHISPA, Inc.; CHMI; and Interim, Inc.  
Wesley Oaks Shared Home

The kitchen, living room, and dining area are a single open space. The home has been specifically designed to be fully accessible. A tenant or visitor in a wheelchair can access all parts of the home. One bathroom has a roll-in shower.

The two-car garage (with one washer and one dryer and storage cabinets) is accessible from the rear of the home, through the hallway.

There is no grade difference between the garage and the rest of the home, to facilitate wheel chair access. The front porch is also wheelchair accessible from the street.

The home includes a variety of Green features including but not limited to fly ash additives in concrete, house wrap, dual pane low-e vinyl windows, energy efficient light fixtures and appliances, high efficiency HVAC systems, tank less hot water heaters and low flow plumbing fixtures including dual flush toilets, and high R-value formaldehyde free insulation.

The site has a drought tolerant landscape plan. Rainwater will be collected from the home's roof for landscape irrigation.

CHISPA/Owner intends to install solar panels to the home, if grant funding can be secured.

The house is located a short walk from a bus stop and the Market Street retail area.

#### **D. 15 PHYSICAL INSPECTION PLANS FOR SHARED HOUSING DEVELOPMENTS**

The home will be inspected at least once annually by CHMI. The inspection will be documented on the CHMI inspection checklist. A copy of each inspection form will be sent to CalHFA on or before December 31st.

The checklist will be consistent with the design of the shared home.

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MHSA Housing Program Rental Housing Application

Supportive Services Budget

ATTACHMENT G

Exhibit C-a


County: Monterey  
 Housing Development: Wesley Oaks  
 Months of Operation: 6

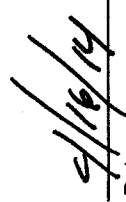
Fiscal Year: 2013-2014  
 # of MHSA Units: 4  
 Service Cost per Unit per Year: \$13,527  
 Overall Staff/Client Ratio: \_\_\_\_\_  
 On-site Staff/Client Ratio: \_\_\_\_\_

A. Fund Sources	CSS Work Plan #	Client, Family Member, Caregiver Support Expenditures	Personnel Expenditures	Operating Expenditures	Non-recurring Expenditures	In Kind Services	Total
1. County - MHSA Funds			\$34,270	\$19,837			\$54,107
2. County - Non-MHSA Funds (Add lines as necessary)							\$0
3. Other (Add lines as necessary)							\$0
4. Total Proposed Expenditures		\$0	\$34,270	\$19,837	\$0	\$0	\$54,107

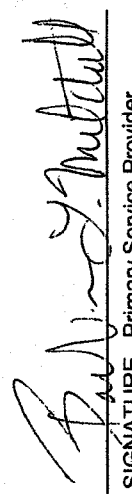
Prepared by: Kathleen Cozzens Date: 4/7/14

Phone Number: 831-649-4522 x205

  
 SIGNATURE, County Mental Health Director  
 Name: Wayne W. Clark  
 Phone Number: 831-755-4509

  
 SIGNATURE, Developer Date: 4/16/14

Name: Barbara L. Mitchell  
 Phone Number: 831-649-4522x204

  
 SIGNATURE, Primary Service Provider Date: 4/7/14

Name: Barbara L. Mitchell  
 Phone Number: 831-649-4522 x204

<b>State DHCS Approval</b>
Signature _____ Date _____

**BUDGET NARRATIVE**

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

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Clothing			
Food			
Hygiene			
Travel/Transportation			
Employment			
Education			
Other (list)			

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

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

POSITION TITLE	HOURS	ANNUAL WAGES	ANNUAL BENEFITS (%)	ANNUAL TOTAL	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Counselor II (Partial Year Grant 1.1.14-6.30.14)	40	23,650.00	10,620.00	34,270.00	County-MHSA

TOTAL (amount listed on the budget form for Personnel): **\$34,270.00**

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

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

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

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

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

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

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

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Professional services	Payroll Processing Fees	\$183.00	County-MHSA
Translation/Interpreter			
Travel/Transportation	Vehicle Maintenance	\$1,500.00	County-MHSA
Training	Training	\$750.00	County-MHSA
Office expenditures	Office Supplies (\$250), Computer/Office Furnishings (\$1,000)	\$1,250.00	County-MHSA
Rent			
Utilities	Telephone/Internet	\$1,098.00	County-MHSA
Equipment			
Medication supports			
Other (list)	Food(3,000), Admin Allocation(7,058), Client Services(1,750), Dep(2,500)	\$15,056.00	County-MHSA

TOTAL (amount listed on the budget form for Operating Expenditures): **\$19,837.00**

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

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Vehicles			
Technology			
Cell phones			
Computer hardware			
Computer software			
Other (list)			

TOTAL (amount listed on the budget form for Non-recurring Expenditures): **\$0.00**

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

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)		
Sponsored events					
Office space					
Meeting space					
Other (list)					
Staff time (list below):					
POSITION TITLE	HOURS	ANNUAL WAGES	ANNUAL BENEFITS (%)	ANNUAL TOTAL	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)

TOTAL (amount listed on the budget form for In-kind services): **\$0.00**

MHSA Housing Program Rental Housing Application

Supportive Services Budget

ATTACHMENT G

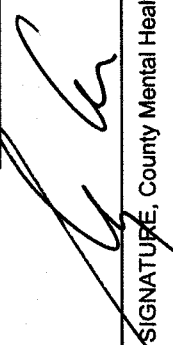
County: Monterey  
 Housing Development: Wesley Oaks  
 Months of Operation: 12

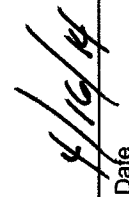
Fiscal Year: 2014-2015  
 # of MHSA Units: 4  
 Service Cost per Unit per Year: \$27,054  
 Overall Staff/Client Ratio: \_\_\_\_\_  
 On-site Staff/Client Ratio: \_\_\_\_\_

A. Fund Sources	CSS Work Plan #	Client, Family Member, Caregiver Support Expenditures	Personnel Expenditures	Operating Expenditures	Non-recurring Expenditures	In Kind Services	Total
1. County - MHSA Funds							
2. County - Non-MHSA Funds (Add lines as necessary)			\$71,255	\$36,959			\$108,214
3. Other (Add lines as necessary)							\$0
4. Total Proposed Expenditures		\$0	\$71,255	\$36,959	\$0	\$0	\$108,214

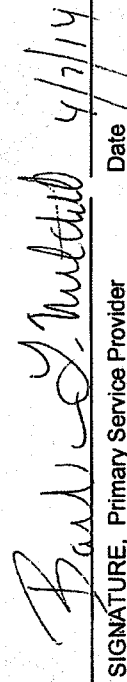
Prepared by: Kathleen Cozzens Date: 4/7/14

Phone Number: 831-649-4522 x204

  
 SIGNATURE, County Mental Health Director  
 Name: Wayne W. Clark  
 Phone Number: 831-755-4509

  
 SIGNATURE, Developer Date: 4/17/14

Name: Barbara L. Mitchell  
 Phone Number: 831-649-4522 x204

  
 SIGNATURE, Primary Service Provider Date: 4/7/14

Name: Barbara L. Mitchell  
 Phone Number: 831-649-4522 x 204

<b>State DHCS Approval</b>
Signature _____ Date _____

**BUDGET NARRATIVE**

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

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Clothing			
Food			
Hygiene			
Travel/Transportation			
Employment			
Education			
Other (list)			

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

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

POSITION TITLE	HOURS	ANNUAL WAGES	ANNUAL BENEFITS (%)	ANNUAL TOTAL	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Counselor II	40	49,112.00	22,143.00	71,255.00	County-MHSA

TOTAL (amount listed on the budget form for Personnel): **\$71,255.00**

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

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

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

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

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

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

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

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Professional services	Payroll Processing Fees	\$365.00	County-MHSA
Translation/Interpreter			
Travel/Transportation	Vehicle Maintenance	\$3,000.00	County-MHSA
Training	Training	\$1,500.00	County-MHSA
Office expenditures	Office Supplies (\$500), Computer/Office Furnishings (\$2,000)	\$2,500.00	County-MHSA
Rent			
Utilities	Telephone/Internet	\$2,196.00	County-MHSA
Equipment			
Medication supports			
Other (list)	Food(6,000), Admin Allocation(11,398), Client Services(3,500), Dep(5,000)	\$27,398.00	County-MHSA

TOTAL (amount listed on the budget form for Operating Expenditures): **\$36,959.00**

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

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Vehicles			
Technology			
Cell phones			
Computer hardware			
Computer software			
Other (list)			

TOTAL (amount listed on the budget form for Non-recurring Expenditures): **\$0.00**

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

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)		
Sponsored events					
Office space					
Meeting space					
Other (list)					
Staff time (list below):					
POSITION TITLE	HOURS	ANNUAL WAGES	ANNUAL BENEFITS (%)	ANNUAL TOTAL	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)

TOTAL (amount listed on the budget form for In-kind services): **\$0.00**

## **EXHIBIT D: CONFIDENTIALITY OF PATIENT INFORMATION**

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*The term 'CONTRACTOR' for the purpose of this Exhibit D hereinafter shall refer to Sponsor, Owner, CHMI, and Interim, Inc., respectively.*

**Confidentiality of Patient Information and Records.** All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, et seq., 14100.2, and 10850, et seq; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

**Use and Disclosure of Patient Information.** Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Memorandum of Understanding (MOU). CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

**Penalty for Unauthorized Disclosure.** CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

**Duty to Warn.** CONTRACTOR understands that persons providing services under this MOU may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

**Dissemination of these Confidentiality Provisions.** CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below (on following page), as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.***

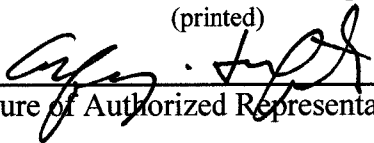
**SPONSOR:**

COMMUNITY HOUSING IMPROVEMENT  
SYSTEMS AND PLANNING  
ASSOCIATION, INC., a California nonprofit  
public benefit corporation

By: CHISPA, Inc., a California nonprofit  
public benefit corporation

Alfred Diaz-Infante, President/CEO

Name & Title of Authorized Representative  
(printed)

  
Signature of Authorized Representative

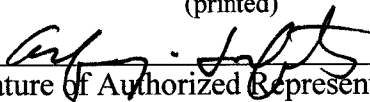
Date: 5/16/14

**OWNER:**

CHISPA MHSA, LLC, a California Limited  
Liability Company

Alfred Diaz-Infante, President/CEO

Name & Title of Authorized Representative  
(printed)

  
Signature of Authorized Representative

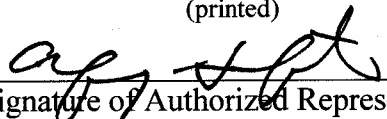
Date: 5/16/14

**CHMI:**

CHISPA HOUSING MANAGEMENT, INC.  
a California corporation

Alfred Diaz-Infante, President/CEO

Name & Title of Authorized Representative  
(printed)

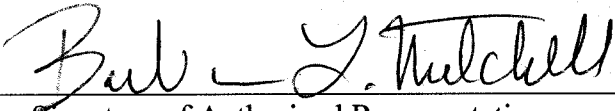
  
Signature of Authorized Representative

Date: 5/16/14

**INTERIM, INC.**

Barbara L. Mitchell

Name & Title of Authorized Representative  
(printed)

  
Signature of Authorized Representative

Date: 5/15/14



**EXHIBIT E: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED**

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*The term 'CONTRACTOR' for the purpose of this Exhibit E hereinafter shall refer to Sponsor, Owner, CHMI, and Interim, Inc., respectively.*

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Memorandum of Understanding (MOU), regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this MOU.

*By my signature below (on following page), as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.*

The remaining of this page is left blank.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;  
 B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

CONTRACTOR'S Business Name		<b>COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation, Sponsor</b>	
Name of Contractor's Designee		Alfred Diaz-Infante	
Title of Designee		President/CEO	
Street <i>295 Main St.</i>			
City <i>Salinas</i>	State CA	Zip <i>93901</i>	
IRS Employer Identification Number		<i>94-2631608</i>	
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date <i>5 / 13 / 14</i>	

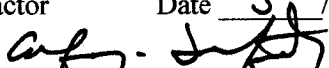
CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;  
 C.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

CONTRACTOR'S Business Name		<b>CHISPA MHSA, LLC, a California Limited Liability Company, Owner</b>	
Name of Contractor's Designee		Alfred Diaz-Infante	
Title of Designee		President/CEO	
Street <i>295 Main St.</i>			
City <i>Salinas</i>	State CA	Zip <i>93901</i>	
IRS Employer Identification Number			
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date <i>5 / 13 / 14</i>	

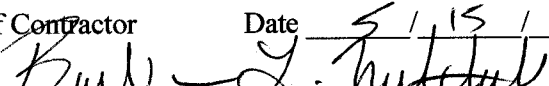
CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;  
 D.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

CONTRACTOR'S Business Name		CHISPA HOUSING MANAGEMENT, INC. a California corporation, CHMI	
Name of Contractor's Designee		Alfred Diaz-Infante	
Title of Designee		President/CEO	
Street 295 Main St.			
City	Salinas	State	CA
		Zip	93901
IRS Employer Identification Number		94-289-2838	
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date 5 / 13 / 14	
			

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;  
 E.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

CONTRACTOR'S Business Name		INTERIM, INC.	
Name of Contractor's Designee		Barbara Mitchell, M.S.W.	
Title of Designee		Executive Director	
Street P.O. Box 3222			
City	Monterey	State	CA
		Zip	93942
IRS Employer Identification Number		51-015-9122	
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date 5 / 15 / 14	
			

## **EXHIBIT F: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY**

---

*The term 'CONTRACTOR' for the purpose of this Exhibit F hereinafter shall refer to Sponsor, Owner, CHMI, and Interim, Inc., respectively.*

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

### **Organizations in a Culturally Competent Service System Promote:**

#### **Quality Improvement**

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

#### **Collaboration**

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

#### **Access**

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

### **Cultural Competent Services:**

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.

- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff

have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by underserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from underserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
8. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below (on following page), as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.***

**SPONSOR:**

COMMUNITY HOUSING IMPROVEMENT  
SYSTEMS AND PLANNING  
ASSOCIATION, INC., a California nonprofit  
public benefit corporation

By: CHISPA, Inc., a California nonprofit  
public benefit corporation

Alfred Diaz-Infante, President/CEO

Name & Title of Authorized Representative

(printed)

Signature of Authorized Representative

Date: 5/13/14

**OWNER:**

CHISPA MHSA, LLC, a California Limited  
Liability Company

Alfred Diaz-Infante, President/CEO

Name & Title of Authorized Representative

(printed)

Signature of Authorized Representative

Date: 5/13/14

**CHMI:**

CHISPA HOUSING MANAGEMENT, INC. a  
California corporation

Alfred Diaz-Infante, President/CEO

Name & Title of Authorized Representative

(printed)

Signature of Authorized Representative

Date: 5/13/14

**INTERIM, INC.**

Barbara L. Mitchell

Name & Title of Authorized Representative

(printed)

Exec. Director

Barbara L. Mitchell

Signature of Authorized Representative

Date: 5/15/14

## EXHIBIT G: BUSINESS ASSOCIATE AGREEMENT

---

This Business Associate Agreement (“Agreement”), effective **January 1, 2014** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the **Health Department** (“Covered Entity”) and **Sponsor, Owner, CHMI, and Interim, Inc.** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

### 1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

### 2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;



(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

### 3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that

apply to Business Associate pursuant to this Agreement;

(e) upon twenty (20) business days' prior written request, make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within twenty (20) business days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) business days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) business days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon twenty (20) business days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon twenty (20) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

- (l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

- (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

- (b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

- (c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

- (a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

- (b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

- (c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

- (d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

- (e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### **4. TERMS AND TERMINATION**

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) business days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

#### **5. MISCELLANEOUS**

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

**FOR SPONSOR**

Alfred Diaz-Infante  
CEO/President  
295 Main Street  
Salinas, CA 93901  
Tel: (831) 757-6251  
Fax: (831) 757-7537

**FOR THE OWNER**

Alfred Diaz-Infante  
CEO/President  
295 Main Street  
Salinas, CA 93901  
Tel: (831) 757-6251  
Fax: (831) 757-7537

**FOR CHMI**

Alfred Diaz-Infante  
CEO/President  
295 Main Street  
Salinas, CA 93901  
Tel: (831) 757-6251  
Fax: (831) 757-7537

**FOR INTERIM, INC.**

Barbara Mitchell  
Executive Director  
P.O. Box 3222  
604 Pearl  
Monterey, CA 93942  
Tel: (831) 622-9342  
Fax: (831) 647-9136

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau  
1270 Natividad Road, Salinas, CA 93906  
Attn: Wayne W. Clark, Ph.D., Behavioral Health Director  
Tel: (831) 755-4509  
Fax: (831) 755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

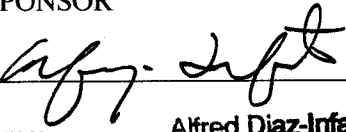
5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

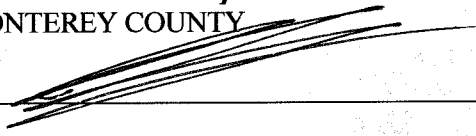
5.7 Indemnification. The parties agree that Section XI. and/or Section XII. of the Memorandum of Understanding (MOU) between the Parties shall control in the event of a claim, loss, or material breach of this Agreement by either Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

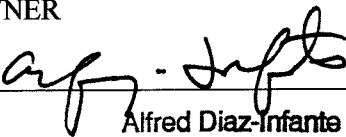
**[BUSINESS ASSOCIATE]**  
SPONSOR

By:   
Print Name: Alfred Diaz-Infante  
Print Title: President/CEO  
Date: 5/13/14

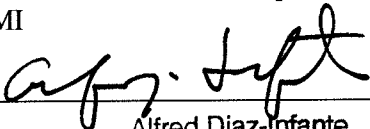
**[COVERED ENTITY]**  
MONTEREY COUNTY

By:   
Print Name: Ray Bullick  
Print Title: Director of Health  
Date: 6/25/14

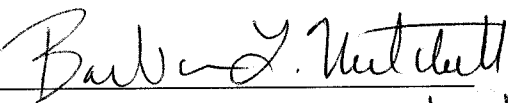
**[BUSINESS ASSOCIATE]**  
OWNER

By:   
Print Name: Alfred Diaz-Infante  
Print Title: President/CEO  
Date: 5/13/14

**[BUSINESS ASSOCIATE]**  
CHMI

By:   
Print Name: Alfred Diaz-Infante  
Print Title: President/CEO  
Date: 5/13/14

**[BUSINESS ASSOCIATE]**  
INTERIM, INC.

By:   
Print Name: Barbara L. Mitchell  
Print Title: Barbara L. Mitchell, Exec Director  
Date: 5/15/14

**EXHIBIT H:  
BUSINESS AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT  
MODIFICATION**

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CHISPA MHSA, LLC; CHISPA, Inc.; CHISPA Housing Management, Inc.

1. In reference to Section 5.01, Insurance. Evidence of Coverage and Section 5.03 Insurance Coverage Requirements, COUNTY agrees to a modification for CHISPA MHSA, LLC (the Owner); CHISPA, Inc. (the Sponsor); and CHISPA Housing Management, Inc. (CHMI – the property management) from the Business Automobile Insurance endorsement coverage requirement, provided that CHISPA MHSA, LLC (the Owner); CHISPA, Inc. (the Sponsor); and CHISPA Housing Management, Inc. (CHMI – the property management) maintain current Business Automobile Liability coverage at the minimum limits as required by the COUNTY for the term of this Memorandum of Understanding (MOU).
2. The CHISPA MHSA, LLC (the Owner); CHISPA, Inc. (the Sponsor); and CHISPA Housing Management, Inc. (CHMI – the property management) acknowledges that staff of CHISPA MHSA, LLC (the Owner); CHISPA, Inc. (the Sponsor); and CHISPA Housing Management, Inc. (CHMI – the property management) shall not provide transportation for clients or staff of the COUNTY while performing the services described in this MOU.
3. Services performed under this MOU do not require travel in the performance of this MOU. CHISPA MHSA, LLC (the Owner); CHISPA, Inc. (the Sponsor); and CHISPA Housing Management, Inc. (CHMI – the property management) carry Auto Liability in the amounts required by COUNTY; however, CHISPA MHSA, LLC (the Owner); CHISPA, Inc. (the Sponsor); and CHISPA Housing Management, Inc. (CHMI – the property management) request a modification of the additional insured and primary & non-contributory endorsements, which are not provided as required in this MOU, Section XIII., C.2. This modification of insurance does not affect the CHISPA MHSA, LLC's (the Owner); CHISPA, Inc.'s (the Sponsor); and CHISPA Housing Management, Inc.'s (CHMI – the property management) responsibility and duty to indemnify the COUNTY under the provisions of this MOU.
4. As part of this MOU, CHISPA MHSA, LLC (the Owner); CHISPA, Inc. (the Sponsor); and CHISPA Housing Management, Inc. (CHMI – the property management) is collaborating housing services with COUNTY entities for the Wesley Oaks Housing project.
5. Except as provided herein, all other terms and conditions in this MOU shall remain in full force and effect.