

MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA AND UNA VIDA ESTA VIDA REGARDING THE BEHAVIORAL HEALTH BRIDGE HOUSING (BHBH) INTERIM/BRIDGE SUPPORTIVE HOUSING RENTAL ASSISTANCE PROGRAM

This Memorandum of Agreement ("Memorandum"), effective May 21, 2024, of all parties, is by and between the **COUNTY OF VENTURA**, a political subdivision of the State of California, by and through its Behavioral Health Department ("VCBH"), a mental health services provider, and **Una Vida Esta Vida**, a California Non-profit Corporation.

WHEREAS this Agreement is funded in whole with funds from the State of California Department of Health Care Services ("DHCS" or "Client") through DHCS's Behavioral Health Bridge Housing (BHBH) Program; and

WHEREAS the sole purpose of this Memorandum is to confirm cooperation among the parties and to state the separate and distinct roles and responsibilities of each party; and

WHEREAS Una Vida Esta Vida is the owner of an apartment development of five (5) apartments units located at 34 South Santa Rosa Street and 36 South Santa Rosa Street ("Santa Rosa Apartments") in Ventura, California; and

WHEREAS Una Vida Esta Vida has requested BHBH funding from VCBH in the form of monthly rental subsidy for five (5) supportive housing apartments for VCBH client-tenants who qualify as members of the BHBH Target Population, as defined in "Section I - Definitions" below; and

WHEREAS VCBH agrees to collaborate with Una Vida Esta Vida to provide voluntary Supportive Services as defined in "Section I - Definitions" to the BHBH client-tenants residing the Santa Rosa Apartments and that treatment compliance by the client-tenant is not a condition of tenancy; and

NOW, THEREFORE, with regard to the above recitals, the County of Ventura (acting by and through its VCBH) and Una Vida Esta Vida agree as follows:

I. DEFINITIONS

A. "Low Income" - For purposes of the BHBH program, the definition of low-income are households with incomes at or below 50% of the Area Median Income (AMI) for Ventura County as adjusted for family size. It is intended that this definition be consistent with Housing and Urban Development's (HUD) definition of low income which is revised each year <https://www.huduser.gov/portal/datasets/fmr.html>

B. "Serious Behavioral Health Condition" - The BHBH Program eligibility criteria are adapted from the Specialty Mental Health Services (SMHS) access criteria (BHIN 21-073) and the Drug Medi-Cal Organized Delivery System/Drug Medi-Cal access criteria (BHIN 21-071; BHIN 23-001), including all CARE Court program participants.

The BHBH tenant participant shall have one or more of the following:

- Significant impairment, where "impairment" is defined as distress, disability, or dysfunction in social, occupational, or other important activities, including education and family relationships;
- A reasonable probability of significant deterioration in an important area of life functioning;

- A need for SMHS, regardless of presence of impairment (for individuals under age twenty-one (21) AND the individual's condition is due to either of the following:
- A diagnosed mental and/or substance-related or addictive disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems (ICD);
- A suspected mental and/or substance-related or addictive disorder that has not yet been diagnosed;

OR

The individual has at least one of the following:

- At least one (1) diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders;
- At least one suspected diagnosis from the current edition of the DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders;

C. "Homeless" - For the purpose of this Memorandum, "Homeless" is defined as person(s) who meets the criteria below. This definition of homelessness is based on the U.S. Department of Health and Human Services (HHS) 42 CFR § 11302 - General definition of homeless individual with the modification to Clause (v) timeframe for an individual who will imminently lose housing has been extended from 14 days (HHS definition) to 30 days.

a. Adults (whether or not they have dependent children/youth living with them who:

1. Are experiencing homelessness, defined as meeting one or more of the following conditions.

(i) Lacking a fixed, regular, and adequate nighttime residence;

(ii) Having a primary residence that is a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park abandoned building, bus or train station, airport, or camping ground;

(iii) Living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including, hotels and motels paid for by or by Federal, State, or local government programs for low-income individuals or charitable organizations, congregate shelters, and transitional housing).

(iv) Exiting an institution into homelessness (regardless of length of stay in the institution);

(v) Will imminently lose housing in next 30 days;

(vi) Fleeing domestic violence, dating violence, sexual assault, stalking, and

other dangerous, traumatic, or life-threatening conditions relating to such violence;

2. Have at least one complex physical, behavioral, or development need, with inability to successfully self-manage, for whom coordination of services would likely result in improved health outcomes and/or decreased utilization of high-cost services.

D. “Coordinated Entry System (CES)” – CES is a county-wide process developed to ensure that all people experiencing homelessness have fair and equal access to housing resources by coordinating program participant intake, entry, and referrals pursuant to 24 CFR Section 578.7(a)(8)

E. “BHBH Target Population” - BHBH target population is defined as persons with total household incomes less than 50% AMI who also meet the definition of Serious Behavioral Health Condition as defined above. Additionally, members of the BHBH target population must be a VCBH client and homeless at the time of application and referral through the County’s CES. It is agreed by all parties that CARE Court participants will be prioritized for BHBH shelter beds regardless of other eligibility criteria.

F. “Community Assistance Recovery and Empowerment (CARE) Court” – CARE Court is a program of the State of CA that allows a petitioner to ask the courts to order a treatment plan for persons diagnosed on the spectrum of schizophrenia disorders, psychotic disorders, delusional disorders, personality disorders, catatonia and/or substance use disorders. CARE Court participants must have severe and persistent symptoms, refused treatment and are unstable and/or are deteriorating and at risk of conservatorship and who demonstrate inability to likely survive independently without intervention and/or support. CARE Court participants are court-ordered into a two (2) year treatment plan that includes access to BHBH resources.

G. “BHBH Shelter Beds” – The provision of new emergency shelter beds available for occupancy by the BHBH target population upon referral from CES. These beds are available to BHBH participants for stays up to ninety (90) days and shall include the provision of intensive housing navigation services with the goal of finding permanent supportive housing for all BHBH participants.

H. “Supportive Housing” – Supportive housing includes financial assistance and supportive services. Tenants of BHBH housing have all the rights and responsibilities as any household, have a lease or rental agreement in their name and are integrated into the community. Supportive Housing can be site specific or scattered site.

I. “Housing First” – (Senate Bill 1380) Housing First is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent and safe place to live in order to receive voluntary, recovery-oriented treatment and services. Sobriety and treatment compliance are not required in order for BHBH participants to access shelter or housing, however, once placed clients must follow all property and program rules.

J. “SMD/SED” – Severe Mental Disturbance/Severe Emotional Disturbance.

K. “Supportive Services” - are services that are voluntary, client-centered and intended to be responsive to the needs of both prospective BHBH tenants and successful candidates for housing at the Santa Rosa Apartments. The supportive services provided by VCBH staff fall into two (2) domains:

Housing Navigation (estimated to be 75% field-based and 25% office-based)

- i. Conduct client screening and assessments in the office or field, as needed, to determine housing need;
- ii. Explain housing benefits to clients and the various working relationships to increase the chances gaining written consent authorizing the release of protected health information.
- iii. Work with clients and the outpatient treatment team to identify housing goals and address barriers;
- iv. Assist the outpatient treatment teams' clinical case managers with entry of clients into the Homeless Management Information System (HMIS) and access the Continuum of Care/Coordinated Entry System (CES);
- v. Serve as liaison to Una Vida Esta Vida and other agencies, community-based providers and advocacy groups for the purpose of gaining access to appropriate housing;
- vi. Track data and prepare a variety of reports and correspondence as related to accessing appropriate housing;
- vii. Assist clients to complete housing applications and assessments and to access resources for deposit and rental assistance;
- viii. Provide on-going housing navigation and supports for all appropriate clients, including those who are difficult to engage;

Housing Case Management (estimated to be 75% office-based and 25% field-based)

- ix. Provide client with rehabilitation services including (but not limited to) independent living skills such as housekeeping, shopping and budgeting to enhance their chance for independence and self-determination;
- x. Assist clients with access community resources such as transportation, food, clothing, medical, benefits referrals, employment, social and recreational opportunities;
- xi. Develop, administer and evaluate housing support programs to meet client needs with regard to housing retention;
- xii. Assist clients with housing benefits to understand and comply with property and program rules;
- xiii. Work with Una Vida Esta Vida and clients in support of adherence to all property rules;
- xiv. Conduct annual unit inspections, income and service needs assessments;
- xv. Assist the outpatient treatment teams' clinical case managers with HMIS data updates.;
- xvi. Serve as liaison to Una Vida Esta Vida and other agencies, community-based providers and advocacy groups for the purpose of retaining appropriate housing;
- xvii. Track data and prepare a variety of reports and correspondence as related to retaining appropriate housing;
- xviii. Participate in collaborative meetings with the outpatient treatment teams, Una Vida Esta Vida, and other agencies, as warranted;
- xix. Identify opportunities for reasonable accommodation and engage with Una Vida Esta Vida to advocate for assistance;

The proportion of VCBH staff time dedicated to Housing Navigation and Housing Case management can be expected to vary in relationship to the occupancy rate the Santa Rosa Apartments and the needs of the individual clients. During the initial stages of

operations, when all the units are vacant and need to be filled, 100% of VCBH staff time will be spent doing Housing Navigation. As units come to be occupied the proportion of Housing Navigation can be expected to decrease and time spent on Housing Case Management will increase correspondingly. Depending upon the vacancy rate during ongoing operations (i.e., following initial lease up), 85% of VCBH staff time may be dedicated to Housing Case Management and the remaining 15% spent on Housing Navigation. This time spent on Housing Navigation as part of ongoing operations seeks to ensure there are properly vetted candidates for the Santa Rosa Apartments in queue should a unit become available, thereby decreasing the overall vacancy rate.

II. GUIDING PRINCIPLES

The parties to this Memorandum jointly recognize that homeless tenants with Low- Incomes and SMD/SED are diverse in terms of their strengths, motivation, goals, backgrounds, needs and disabilities:

- (i) BHBH tenants with low-Incomes and Serious Behavioral Health Conditions are members of the community with all the rights, privileges, opportunities accorded to the greater community;
- (ii) BHBH tenants with low-Incomes and Serious Behavioral Health Conditions have the right to meaningful choices in matters affecting their lives.
- (iii) Although all initial referrals to The Spencer House shall be persons engaged in treatment with VCBH and/or CARE Court participants, persons living at The Spencer House are not required to be clients of VCBH in order to maintain tenancy; and
- (iv) Recovery oriented support services and treatment are voluntary.

III. ELIGIBILITY DETERMINATIONS

- A. Applications for the BHBH apartments are accepted by Una Vida Esta Vida upon referral through the Ventura County CES. VCBH will verify applicant eligibility by providing Serious Behavioral Health Condition diagnosis certification and/or verification of CARE Court participation.
- B. Eligibility for the BHBH apartments at The Spencer House will be based on applicants' eligibility as a member of the BHBH Target Population, as described in Section II - Definitions.
- C. When a BHBH unit becomes available, referrals from CES will be provided to Una Vida Esta Vida, including documentation of the potential tenant as a member of the BHBH Target Population. All initial referrals will be for clients currently engaged with VCBH services; however, on-going treatment is voluntary and not a requirement for tenancy.
- D. Homeless documentation will be provided by CES. VCBH will verify that the applicant has a Serious Behavioral Health Condition per assessment by a psychiatrist or other qualified licensed personnel. VCBH may conduct an assessment process, including a housing intake and assessment of skills and service needs to ensure that the services offered match the tenant's needs. Applicants will be asked to sign consent for Release of Information (ROI) forms for interagency exchange of information and a Participant Agreement, limited to that which will facilitate planning of adequate support services and compliance with funding reporting requirements. These documents will be submitted by VCBH or Una Vida Esta Vida Case Manager or at the time of application. VCBH is flexible in where it conducts the assessment; services may be field based and provided at the project site, where the applicant currently resides, or at an adult services clinic.

VII. FUNDING TERM

VCBH will provide BHBH funding in the form of deposits and rental assistance as described in Section IV for BHBH eligible tenants through June 30, 2027. VCBH currently has the resources to provide the supportive services identified in this Memorandum through June 30, 2027.

VIII. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications in this Agreement, and Exhibit “A” (Scope of Services), VCBH will make payment to Una Vida Esta Vida in the manner specified in Exhibit “B” (Payment provisions).

IX. GENERAL TERMS

- A. Terms: This Memorandum will be effective May 21, 2024, by VCBH and Una Vida Esta Vida and will terminate June 30, 2027. Otherwise, this Memorandum may be terminated in accordance with the Termination section below.
- B. Termination.
 - (i) Any party may terminate this Memorandum without cause by giving the other party ninety (90) days prior written notice.
 - (ii) A party wishing to terminate this Memorandum for cause must provide a written intent to terminate notice to the party believed to be in breach or default. The notice will provide sixty (60) days for the party believed to be in breach or default to respond to said notice with an acceptable plan to cure cause for termination.
- C. Confidentiality. VCBH and Una Vida Esta Vida agree that by virtue of entering into this Memorandum they will have access to client confidential information regarding the other party’s operations related the apartments. VCBH and Una Vida Esta Vida agree that they will not at any time disclose confidential information and/or material without the consent of the other party unless such disclosure is authorized by this Memorandum or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Memorandum. Where appropriate, releases will be secured before confidential information is exchanged. Confidential BHBH Tenant information will be handled with discretion and good professional judgment, and in accordance with applicable laws related to the confidentiality of patient information, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Welfare and Institutions Code section 5328, 42 Code of Federal Regulations Part 2, and Confidentiality of Medical Information Act found at California Civil Code section 56 et seq.
- D. Arbitration. Should any party wish to commence an action for damages under this Memorandum, it shall be required to adjudicate the dispute through binding arbitration under the rules of the American Arbitration Association or under such rules to which the parties may agree. Notwithstanding any other American Arbitration Association rule to the contrary, the parties agree that they shall not request attorney fees and each party shall bear their own attorney fees. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment there upon shall be borne by the losing parties. During the course of the arbitration this Memorandum shall remain in full force and effect unless otherwise terminated as provided in this Memorandum.
- E. Accessibility and Nondiscrimination. All BHBH Program-funded projects shall adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act (ADA), Title II. In addition, developments shall adhere to either the Uniform Federal Accessibility Standards (UFAS,

24 CFR Part 8) or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS, HUD-2014-0042-0001, 79 FR 29671 [5/27/14], commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Part 8.26.

Grantees shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), justice system involvement (except where explicitly required by law), or arbitrary characteristics, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to the BHBH RFA. Nor shall all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with funds made available pursuant to the BHBH RFA.

Grantees shall comply with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, Government Code Section 11135, Section 504 of the Rehabilitation Act of 1973, and all regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35.

- F. Severability. In the event any provision of this Memorandum shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of the Memorandum.
- G. Amendments. This Memorandum may be amended only' in writing and authorized by the designated representative of VCBH and Una Vida Esta Vida.
- H. Indemnification.
 - (i) Each party agrees to indemnify and hold harmless the other party from any and all liability, loss, damage, claim, fine or expense, including costs and attorneys' fees, arising due to the negligence or intentional acts omissions of such party, its employees or agents (excluding students) in the performance of this Memorandum, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its employees, or agents.
 - (ii) Where the Parties are named as joint defendants in any claim or cause of action arising out of this Memorandum, the Parties intend to cooperate and coordinate in the areas of risk management and control, claims investigation, and litigation to the extent practicable and within appropriate considerations of conflict of interest; provided, however, that each party shall retain ultimate control of its own risk management and defense.
- I. Integration. This Memorandum contains the entire understanding of the Parties with respect to the

subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the Parties. No amendments to this Memorandum shall be binding unless executed in writing by both parties.

- J. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of California.
- K. Notice. Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth below or to such address as one may have furnished to the other in writing.

If to County:

Dr. Loretta L. Denering, Dr, PH, MS,
Interim Director
Ventura County Behavioral Health Department
1911 Williams Drive, Suite #200
Oxnard, CA 93036

If to UNA VIDA ESTA VIDA:

Rebecca Reindl, President
Una Vida Esta Vida
2448 Sherwood Drive
Ventura, CA 93001

COUNTY OF VENTURA

UNA VIDA ESTA VIDA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”
SCOPE OF SERVICES
UNA VIDA ESTA VIDA
May 21, 2024 through June 30, 2027

I. ROLES AND RESPONSIBILITIES

A. Role of VCBH

- (i) VCBH agrees to assign staff resources to BHBH Supportive Housing units. VCBH will assess and screen applicants and provide certification of the applicant's psychiatric diagnosis and status as a CARE Court participant. BHBH Residents may access supportive services through the existing, county-wide VCBH outpatient clinics and on-site as needed. Crisis services will be provided on a 24-hour basis by the VCBH Crisis Team. On-site supportive services will be delivered by Una Vida Esta Vida and are further described in Sections V and VI.
- (ii) VCBH will pay directly to Una Vida Esta Vida rental subsidies for BHBH eligible tenants up to the current HUD Fair Market Rent (FMR) amount for up to five (5) units consisting of , 3 one-bedroom units and 2 studio suites apartments at 34 South Santa Rosa Street and 36 South Santa Rosa Street (the Santa Rosa Apartments). BHBH tenants will be required to pay 30% of their monthly income towards rent and VCBH will pay the balance upon receipt of monthly invoice from Una Vida Esta Vida. The U.S. Department of Housing and Urban Development (HUD) annually estimates FMRs for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county. 42 USC 1437f requires FMRs be posted at least 30 days before they are effective and that they are effective at the start of the federal fiscal year (generally October 1st). Fair Market Rents, as defined in [24 CFR 888.113](#) are estimates of 40th percentile gross rents for standard quality apartment within a metropolitan area or nonmetropolitan county.

B. Role of Una Vida Esta Vida

- (i) Una Vida Esta Vida, as owner of the supportive apartments, has overall responsibility for compliance with all regulatory and funding requirements including, but not limited to financial, legal, and property management.
- (ii) Una Vida Esta Vida will screen all BHBH applicants for program eligibility, including homeless and CARE Court status, income, Serious Behavioral Health Condition diagnosis, geographic preference, and household size.
- (iii) Una Vida Esta Vida will initiate leases with tenants and enforce property rules as defined in the leases. Although all applicants are engaged with VCBH initially upon referral, supportive services are separate and distinct from tenancy. Tenants cannot be evicted for failure to participate in voluntary treatment or for refusing services.
- (iv) Una Vida Esta Vida will provide voluntary on-site supportive services to the entire community. VCBH will provide on-site supportive services for BHBH program participants as needed.
- (v) Una Vida Esta Vida will be responsible for the overall residential operations and

management activities, including rent collection, submitting invoices to VCBH for BHBH rental subsidies, paying facility bills, janitorial services, building and grounds maintenance and repairs, and other related services, and monitored by an on-site resident manager employed by Una Vida Esta Vida.

C. Common Roles of VCBH and Una Vida Esta Vida

- (i) A critical element of supporting tenants in maintaining housing is the communication and relationship between all service providers and the property management staff.
- (ii) Recovery oriented supportive services and voluntary treatment provided to residents at the apartments will be delivered collaboratively. The VCBH case manager will act as the central point of contact for communications and coordination of supportive services provided by the County, including linking BHBH tenants to a range of medical and social community services and referrals. Relevant VCBH staff will meet periodically for service team meetings, as needed. Each BHBH tenant will have an assigned VCBH case manager and clinic to oversee treatment and support. Voluntary treatment and support services will be delivered in accordance with Sections V and VI.
- (iii) Release of Information (ROI) forms will be presented to each BHBH tenant for signature to allow for maximum sharing of information. If tenant behaviors place an individual at risk for eviction, property management staff will communicate with VCBH to explore housing alternatives with the goal of supporting housing retention for BHBH tenants. These intervals may be more frequent upon placement of tenant and taper off based on tenant need.

II. SCOPE OF VCBH SERVICES

VCBH will be responsible for coordinating the delivery of BHBH services and for issuing deposit and rental assistance funds at The Spencer House.

- A. VCBH will screen and assess applicants and coordinate initial tenant eligibility determination and referral for placement through Coordinated Entry System (CES);
- B. VCBH will collaborate with Una Vida Esta Vida to deliver recovery oriented treatment, community referrals and services for residents upon request or as needed, including assessment and evaluation; assistance with food, transportation and other basic needs; individual goal/service planning; assistance in accessing benefits; independent living skills development; housing retention skills; transportation assistance; money management and financial education; health and wellness referrals; substance use disorder treatment; crisis intervention and counseling; positive role modeling and peer support; and evidence based individual and group therapy.
- C. VCBH will provide the following administrative services:
 - (i) Keep all records regarding program participants and BHBH funding provided.
 - (ii) Cooperate with the Una Vida Esta Vida in monitoring and/or conducting audits or other reporting requirements as required by funding sources.
 - (iii) Assist Una Vida Esta Vida in and/or conduct the required annual unit inspection and income assessment for each BHBH tenant.

III. SCOPE OF UNA VIDA ESTA VIDA SERVICES

- A. Una Vida Esta Vida, as the owner, is ultimately responsible for all regulatory compliance of the Satna Rosa Apartments. As owner, the Una Vida Esta Vida will:
- (i) Ensure that all safety, regulatory and funding requirements are met;
 - (ii) Review and approve all budgets and cost estimates related to the apartments;
 - (iii) Maintain adequate liability and property insurance for the apartments; and
 - (iv) Provide financial reports, monthly invoices, and any other required information to VCBH and any other funder and/or regulatory agency; and
 - (v) Pay all taxes associated with the apartments and the property where they are located.
- B. Una Vida Esta Vida is responsible for asset management, ongoing repair, maintenance, management, and operation of the Santa Rosa Apartments, including the following property management activities:
- (i) Screen and verify eligibility of tenants both initially and annually;
 - (ii) Pay all the Santa Rosa Apartments bills;
 - (iii) Maintain fully leased apartments at the Santa Rosa Apartments;
 - (iv) Carry out rent collection and administration;
 - (v) Invoice VCBH for BHBH tenant deposits and rental assistance;
 - (vi) Oversee tenant relations with management with respect to:
 - a. Leases;
 - b. Enforcing property rules and issuing lease violations;
 - c. Notices;
 - d. Evictions
 - (vii) Provide building and equipment maintenance and repair;
 - (viii) Provide locks and keys;
 - (ix) Provide janitorial services (common areas only);
 - (x) Provide maintenance of furnishings and security for common areas.

EXHIBIT “B”
PAYMENT PROVISIONS
UNA VIDA ESTA VIDA
May 21, 2024 through June 30, 2027

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period May 21, 2024 through June 30, 2027 shall not exceed a budget of **\$363,969**. See attached budget.

- B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget (see attached budget). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.
- C. CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR’s invoice form. All invoices submitted shall clearly reflect all required information. . CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. . Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.
- D. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR’s activities and operations as they relate to CONTRACTOR’s performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- E. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding outcomes, documentation and reporting requirements,.
- F. COUNTY shall have the right to recover over payments to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.

BUDGET

May 21, 2024 through June 30, 2027

A.

OTHER DIRECT COSTS							
Other Direct Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Deposits - Studios	3 Studios (2024 FMRs \$1,845)	\$ -	\$ -	\$ 5,535			\$ 5,535
Deposits - 1 Bedrooms	2, 1 bedrooms (2024 FMRs)	\$ -	\$ -	\$ 4,302			\$ 4,302
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER DIRECT COSTS		\$ -	\$ -	\$ 9,837	\$ -	\$ -	\$ 9,837
RENTAL ASSISTANCE							
Type of Rental Assistance	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
SHORT-TERM RENTAL ASSISTANCE FUNDS							\$ -
MID-TERM RENTAL ASSISTANCE FUNDS	3 Studios (2024 FMRs \$1,845)			\$ 66,420	\$ 66,420	\$ 66,420	\$ 199,260
MID-TERM RENTAL ASSISTANCE	2, 1 bedrooms (2024 FMRs)			\$ 51,624	\$ 51,624	\$ 51,624	\$ 154,872
TOTAL RENTAL ASSISTANCE		\$ -	\$ -	\$ 118,044	\$ 118,044	\$ 118,044	\$ 354,132
INDIRECT COSTS							
Indirect Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Indirect Cost Rate (percent)							N/A
TOTAL INDIRECT COSTS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL							
Totals	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Amount		\$ -	\$ -	\$ 127,881	\$ 118,044	\$ 118,044	\$ 363,969
Service Details							
Rental Assistance	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Estimated Number of Bed-Nights:							
Total				300.0	300.0	300.0	900.0
Estimated Number of Bed-Nights:							
Daily				5.0	5.0	5.0	
Estimated Number of Unduplicated Individuals Served Total				15.0	15.0	15.0	
Estimated Number of Unduplicated Individuals Served Monthly				5.0	5.0	5.0	
Estimated Cost per Bed Night				\$ 426.27	\$ 393.48	\$ 393.48	\$ 404.41
PROPOSING TO OFFER Rental Assistance based on current FMR HUD will provide three studios and 2 one-bedrooms. Deposits due are equal to rent and will therefore be \$1,725 for each Studios and \$2,011 for 1 Bedroom Units (equal to 2024 FMRs rent) amount per year. PROPOSING TO OFFER 5 total units per month, all contained in one 5 unit building located in Midtown Ventura. Program Director and Management Supervisors oversee rentals and occupants. Our properties are owned, not rented, with no intention of sale - therefore there is no risk of losing housing via landlord issue(s). We are also affiliated with Pierpont Property, a State Licensed Real Estate Brokerage, which provides professional CAR Form Leases and Property Management, under DRE license number 02077122. All occupants are welcome to participate in our weekly Alumni presentation meetings. We work diligently to provide and connect our occupants with obtaining sustainable housing, which we provide these options and several other homes throughout Ventura County as well. We do not require: background checks, good credit, rental history nor triple-rent income. We believe that housing should be a human right and are dedicated and passionate about our involvement in our community.							

B. Budgetary Line-item Adjustments

Budgetary line-item Adjustments must be pre-approved by COUNTY, CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line-item adjustment and submit all documentation and information needed to evaluate and support the budgetary line-item adjustment. Upon approval from COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded. Budgetary line-item adjustments that exceed 10% will require an amendment.