

**MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA AND
CABRILLO ECONOMIC DEVELOPMENT CORPORATION REGARDING THE
BEHAVIORAL HEALTH BRIDGE HOUSING (BHBH) INTERIM PERMANENT SUPPORTIVE
HOUSING (PSH) RENTAL ASSISTANCE PROGRAM**

This Memorandum of Agreement ("Memorandum"), effective January 1, 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 **CABRILLO ECONOMIC DEVELOPMENT CORPORATION**., the owner of **DEL PLAYA INN**.

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, CABRILLO ECONOMIC DEVELOPMENT CORPORATION is the owner of the DEL PLAYA INN, an apartment development of forty-eight (48) affordable housing apartments including two (2) resident manager's apartments located in Oxnard, California; and

WHEREAS, Cabrillo Economic Development Corporation has requested BHBH funding from VCBH in the form of monthly rental subsidy for twenty (20) permanent supportive housing (PSH) apartments at Del Playa Inn 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 Cabrillo Economic Development Corporation to provide voluntary Supportive Services as defined in "Section I - Definitions" to the BHBH client-tenants residing at Del Playa Inn 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 Cabrillo Economic Development Corporation 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.

D.

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.

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. “Permanent Supportive Housing (PSH)” - PSH is permanent, affordable housing that includes financial assistance and supportive services. Tenants of PSH have all the rights and responsibilities as any household, have a lease or rental agreement in their name and are integrated into the community. PSH can be site specific or scattered site.

I. “Intensive Housing Navigation” - BHBH "intensive housing navigation" services provided by Cabrillo Economic Development Corporation to all shelter participants include but are not limited to the following:

- assisting participants in identifying housing options; resources, and services;
- working with participants to help them find, move in to, and retain affordable housing;
- developing relationships with community partners, other service providers, agencies offering housing subsidies, and property owners and managers;
- Helping participants eliminate or reduce the impact of personal housing barriers such as criminal records, poor credit, or prior housing judgments due to eviction, as well as transportation needs, application fees, and/or utility payments;
- assisting in identification and reporting of instances of housing discrimination;
- linking participants with bridge housing and housing subsidy agencies and assisting them in completing applications;
- working directly with property owners and public housing authorities (PHAs) and other agencies on behalf of clients to facilitate application approvals;

- assisting with required documentation, timely inspections, and corrective action and reasonable accommodation requests as needed;
- assisting clients with move-in, utility, food and hygiene, housekeeping, transportation and moderate furnishings (all allowable expenses under this grant).

J. “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)

K. “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.

II. GUIDING PRINCIPLES

- A. 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 Condition 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 Condition have the right to meaningful choices in matters affecting their lives.
 - (iii) Although all initial referrals to Del Playa Inn shall be persons engaged in treatment with VCBH and/or CARE Court participants, persons living at Del Playa Inn 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 forty-six (46) PSH BHBH apartments at the Del Playa Inn are accepted by Cabrillo Economic Development Corporation upon referral through the Ventura County Continuum of Care's (VC CoC) Coordinated Entry System (hereinafter referred to as "CES"). CES is the County's centralized process designed to coordinate program participant intake, entry, and referrals pursuant to 24 CFR Section 578.7(a)(8). 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 Del Playa Inn 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 at Del Playa Inn becomes available, referrals from CES will be provided to Cabrillo Economic Development Corporation, 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 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.

IV. ROLES AND RESPONSIBILITIES

A. Role of VCBH

- (i) VCBH agrees to assign staff resources to Del Playa Inn. 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 Cabrillo Economic Development Corporation and are further described in Sections V and VI.
- (ii) VCBH will pay directly to Cabrillo Economic Development Corporation rental subsidies for BHBH eligible tenants up to the current HUD Fair Market Rent (FMR) amount for up to twenty-five (25) studio apartments at Del Playa Inn. 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 Cabrillo Economic Development Corporation. 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 CABRILLO ECONOMIC DEVELOPMENT CORPORATION

- (i) Cabrillo Economic Development Corporation, as owner of Del Playa Inn, has overall responsibility for compliance with all regulatory and funding requirements of Del Playa Inn including, but not limited to financial, legal, and property management.

- (ii) Cabrillo Economic Development Corporation 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) Cabrillo Economic Development Corporation 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) Cabrillo Economic Development Corporation 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) Cabrillo Economic Development Corporation will be responsible for the overall residential operations and management activities, including rent collection, submitting invoices to VCBH for BHBH rental subsidies, paying Del Playa Inn bills, janitorial services, building and grounds maintenance and repairs, and other related services, and monitored by an on-site resident manager employed by Cabrillo Economic Development Corporation.

C. Common Roles of VCBH and CABRILLO ECONOMIC DEVELOPMENT CORPORATION

- (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 Del Playa Inn 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 supports. 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.

V. **SCOPE OF VCBH SERVICES**

In accordance with the BHBH Request for Applications (RFA) (<https://bridgehousing.buildingcalhhs.com/wp-content/uploads/2023/02/BHBHCountyBHAfundingRFA508.pdf>) VCBH will be responsible for coordinating the delivery of BHBH services and for issuing deposit and rental assistance funds at Del Playa

Inn.

- 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 Cabrillo Economic Development Corporation 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 Cabrillo Economic Development Corporation in monitoring and/or conducting audits or other reporting requirements as required by funding sources.
 - (iii) Assist Cabrillo Economic Development Corporation in and/or conduct the required annual unit inspection and income assessment for each BHBH tenant.

VI. SCOPE OF CABRILLO ECONOMIC DEVELOPMENT CORPORATION SERVICES

- A. Cabrillo Economic Development Corporation, as owner of Del Playa Inn, is ultimately responsible for all regulatory compliance of the project. As owner, the Cabrillo Economic Development Corporation will:
 - (i) Ensure that all safety, regulatory and funding requirements are met;
 - (ii) Review and approve all budgets and cost estimates related to Del Playa Inn;
 - (iii) Maintain adequate liability and property insurance for Del Playa Inn; 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 Del Playa Inn.
- B. Cabrillo Economic Development Corporation is responsible for asset management, ongoing repair, maintenance, management, and operation of Del Playa Inn, including the following property management activities:
 - (i) Screen and verify eligibility of tenants both initially and annually;
 - (ii) Pay all Del Playa Inn bills;

- (iii) Maintain a fully leased apartments at Del Playa Inn;
- (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 furnishing and security for common areas.

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, COUNTY will make payment to Cabrillo Economic Development Corporation in the manner specified in Exhibit "B" (Payment provisions).

IX. GENERAL TERMS

- A. Terms: This Memorandum will be effective January 1, 2024, by VCBH and Cabrillo Economic Development Corporation 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(ies) 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. If the parties are unable to reach a resolution of the problem within a reasonable period of time, any party may assert any

other remedies which may be available under this Agreement or as provided by applicable laws.

- C. Confidentiality. VCBH and Cabrillo Economic Development Corporation agree that by virtue of entering into this Memorandum they will have access to client confidential information regarding the other party's operations related Del Playa Inn. VCBH and Cabrillo Economic Development Corporation 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 Cabrillo Economic Development Corporation
- 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. 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.
- K. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of California.

If to County:

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

**If to CABRILLO ECONOMIC
DEVELOPMENT CORPORATION:**

Victoria Brady, Chief Financial Officer
Cabrillo Economic Development Corporation
702 County Square Drive, Suite 200
Ventura, CA 93003

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Date: _____

**CABRILLO ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “B”
PAYMENT PROVISIONS
CABRILLO ECONOMIC DEVELOPMENT CORPORATION
DEL PLAYA INN
January 1, 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 January 1, 2024 through June 30, 2027 shall not exceed a budget of **\$1,205,604**. 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 regarding the services for which claims are made, in the form and with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. 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. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.
- E. 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.
- F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.
- G. COUNTY shall have the right to recover overpayment 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

January 1, 2024 through June 30, 2027

A.

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	20 units, average 6 month stay	\$ -	\$ -	\$ 388,125	\$ 401,709	\$ 415,770	\$ 1,205,604
TOTAL RENTAL ASSISTANCE		\$ -	\$ -	\$ 388,125	\$ 401,709	\$ 415,770	\$ 1,205,604
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		\$ -	\$ -	\$ 388,125	\$ 401,709	\$ 415,770	\$ 1,205,604
Service Details							
Rental Assistance	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Estimated Number of Bed-Nights:							
Total		0.0	0.0	7,200.0	7,200.0	7,200.0	21,600.0
Estimated Number of Bed-Nights:							
Daily		20.0	20.0	20.0	20.0	20.0	
Estimated Number of Unduplicated Individuals Served Total			0.0	40.0	40.0	40.0	
Estimated Number of Unduplicated Individuals Served Monthly			0.0	40.0	40.0	40.0	
Estimated Cost per Bed Night		#DIV/0!	#DIV/0!	\$ 53.91	\$ 55.79	\$ 57.75	\$ 55.82

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.