

**MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA AND
THE HOUSING AUTHORITY OF THE CITY OF SAN BUENAVENTURA (HACSB)
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 **the Housing Authority of the City of San Buenaventura ("HACSB")**.,

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 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, HACSB is the Property Management Agent and a Supportive Service Provider of "**VALENTINE ROAD**", an apartment development of 132 units of affordable housing including two (2) resident managers' units located in Ventura, California; and

WHEREAS, **HACSB**. has requested BHBH funding from VCBH in the form of monthly rental subsidy for forty (40) permanent supportive housing (PSH) apartments at VALENTINE ROAD 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 HACSB and to provide voluntary Supportive Services as defined in "Section I - Definitions" to the BHBH client-tenants residing at VALENTINE ROAD pursuant to a referral from VCBH and who are accepting treatment from VCBH as a condition of that referral; and

NOW, THEREFORE, with regard to the above recitals, the County of Ventura (acting by and through its VCBH) and HACSB 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 [Income Limits | HUD USER](#)
- B. **"Serious Behavioral Health Condition"** - The BHBH Program eligibility criteria are aligned with 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 Act program participants.
- 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.:

- (i) 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.
 - a) Lacking a fixed, regular, and adequate nighttime residence;
 - b) Having a primary residence that is a public or private place not designed 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; An individual who is exiting an institution where he or she resided for 90 days or less, and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 - c) 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).
 - d) Exiting an institution into homelessness (regardless of length of stay in the institution);
 - e) Will imminently lose housing in next 30 days;
 - f) 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. **“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 or a CARE Act program participant at the time of application and referral through the County’s CES for permanent supportive housing.

E. **“Community Assistance Recovery and Empowerment (CARE) Act”** – CARE Act is State of CA law that allows a petitioner to ask the court to order a treatment plan for persons with a diagnosis identified in the schizophrenia spectrum or other psychotic disorders class. CARE Act 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 Act participants may be connected with a CARE Plan for up to two (2) years which may include access to BHBH housing resources.

- F. **"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 Valentine Road. 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 HACSB 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 HACSB 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 HACSB 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, HACSB, and other agencies, as warranted;
- (xix) Identify opportunities for reasonable accommodation and engage with HACSB 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 at Valentine Road 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 Valentine Road in queue should a unit become available, thereby decreasing the overall vacancy rate.

- G. **“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.
- H. **“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).
- 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.

II. GUIDING PRINCIPLES

- A. The parties to this Memorandum jointly recognize that BHBH homeless tenants with Low- Incomes and SMD/SED and CARE Act participants are diverse in terms of their strengths, motivation, goals, backgrounds, needs and disabilities:
 - (i) BHBH tenants with low-Incomes and Serious Behavioral Health Condition and CARE Act participants 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 and CARE Act participants have the right to meaningful choices in matters affecting their lives; and
- (iii) All initial referrals to VALENTINE ROAD shall be persons eligible for BHBH, engaged in treatment with VCBH and/or CARE Act participants.
- (iv) Recovery oriented support services and treatment are voluntary and distinct from the provision of housing. BHBH residents have the same rights and responsibilities as any tenant and cannot be evicted for refusing treatment; and
- (v) All efforts will be made by VCBH staff to ensure tenants continue to participate in services. Ongoing and recurring efforts will be made to engage with BHBH tenants and to provide Voluntary Supportive Services. If client-residents refuse treatment after six (6) months of on-going and recurring outreach and engagement efforts by VCBH staff, client may be discharged from voluntary treatment, however, the BHBH rental subsidy and periodic outreach and engagement from VCBH Community Services Coordinators will endure.
- (vi) Open communication and ongoing collaboration between the HACSB and VCBH are critical for creating a safe, stable, and supportive environment that allows BHBH Tenants to achieve their goals and maintain housing stability.

III. ELIGIBILITY DETERMINATIONS

- A. Applications for the 40 BHBH units at the VALENTINE ROAD are accepted by HACSB upon referral through the Ventura County Continuum of Care's (VC CoC) Coordinated Entry System (hereinafter referred to as "CES"). VCBH will verify applicant eligibility by providing Serious Behavioral Health Condition diagnosis certification and/or verification of CARE Act participation.
- B. Eligibility for the BHBH Units at VALENTINE ROAD will be based on applicants' eligibility as a member of the BHBH Target Population, as described in Section I - Definitions. HACSB will screen applications and verify eligibility and will have the final say on eligibility for residency consistent with other funding sources.
- C. When a BHBH unit at VALENTINE ROAD becomes available, referrals from CES will be provided to HACSB, including documentation of the tenant applicant as a member of the BHBH Target Population. All initial CES referrals will be for clients currently engaged with and receiving 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 or licensed eligible personnel. VCBH will also confirm eligibility as a CARE Act participant. VCBH may conduct an assessment process, including a housing intake and assessment of skills and service needs to ensure that the

services offered at Valentine Road 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 BHBH Participant Agreement. These documents will be submitted at the time of application for BHBH rental assistance program at Valentine Road. 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. 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 referrals, treatment and supportive services and for issuing deposit and rental assistance funds directly to HACSB on behalf of the BHBH tenants referred to VALENTINE ROAD.

Role of VCBH

- A. VCBH agrees to assign one (1.0) FTE dedicated Community Services Coordinator (CSC) to VALENTINE ROAD per twenty (20) BHBH Units for a total of two (2.0) FTEs for forty (40) units. VCBH staff will utilize space provided onsite by HACSB as their primary place of duty; “office based” work performed by the two (2) FTE’s will be performed at the HACSB provided office space at the Valentine Road location. The FTE’s will work a minimum of 30 hours a week at the Valentine Road location; such hours may be reduced due to illness, vacation, external training events, and similar events to complete administrative work. All efforts will be made by VCBH staff to ensure client tenants participate in voluntary treatment and receive supportive services as defined in "Section I - Definitions". Additionally, BHBH residents may access specialty mental health treatment through the existing, county-wide VCBH outpatient clinics and 24/7 mobile crisis services as provided by the VCBH Crisis Team. The VCBH Housing Manager will also be available during the work week and will facilitate a monthly case conference meeting with HACSB.
- B. VCBH will pay rental subsidies and deposits directly to HACSB for BHBH eligible tenants up to the current HUD Fair Market Rent (FMR) amount for up to 39 studio apartments and 1 one-bedroom apartment at VALENTINE ROAD through June 2027. For new client residents moving into BHBH units prior to the first of the month a prorated amount will be paid based on a 30-day month plus first month’s rent when the request for payments is submitted by the VCBH case manager. These initial payments will be made throughout the month depending on when the new client resident takes possession of the BHBH apartment. Deposits in the amount of one month’s rent will be paid by separate check. For existing Valentine Road client residents, VCBH housing team will submit rental subsidy payment requests to Fiscal Department at the end of each month for the following month’s rent. Barring delays by the Auditor Controllers office and/or the US Postal Service, it is estimated that the monthly rental subsidies for existing client residents will reach HACSB during the first week of every month. Non-payment of BHBH subsidies by either VCBH or the tenant will result in a notice of eviction to the tenant. Tenants will be required to pay 30% of their monthly income towards rent and VCBH will pay the balance directly to HACSB. Each month a request for payment shall be submitted to the VCBH Housing Manager on behalf of the BHBH tenant by VCBH staff. Additionally, VCBH shall pay deposits in the amount of one

month's rent. 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 1). Fair Market Rents, as defined in [24 CFR 888.113](#) are estimates of 40th percentile gross rents for standard quality units within a metropolitan area or nonmetropolitan county.

C. VCBH will provide the following administrative services:

- (i) Keep all records regarding program participants and BHBH funding provided;
- (ii) Cooperate with the HACSB in monitoring and/or conducting audits or other reporting requirements as required by Homekey funding;
- (iii) Assist HACSB in and/or conduct the required annual unit inspection and income assessment for each BHBH tenant;
- (iv) Enter data on the individuals and families served by the BHBH Program into the local Homeless Management Information System (HMIS), as required by AB 977 (Gabriel, Chapter 397, Statutes of 2021);
- (v) Prepare and submit quarterly narrative and data reports that document progress toward improved outcomes as described in the proposal and BHBH Program Plan;
- (vi) Participate in monthly calls, learning collaboratives, and other technical assistance activities with the state and its contractor;
- (vii) Meet the funding requirements for BHBH Program elements as identified in the BHBH Program Plan, conduct financial review auditing and fraud prevention, and ensure appropriate uses of funds;
- (viii) Provide required program updates and participate in monitoring and reimbursement reviews with DHCS and/or AHP, as requested.

Role of HACSB..

- D. HACSB has overall responsibility for compliance with all regulatory and funding requirements of VALENTINE ROAD including, but not limited to financial, legal, and property management. HACSB will be responsible for the overall residential operations and management activities, including rent collection, paying all VALENTINE ROAD bills, janitorial services, building and grounds maintenance and repairs, furnishings in common areas, security and safety, locks and keys, and other related services, and monitored by an on-site resident manager employed by HACSB. HACSB will ensure that all safety, regulatory and funding requirements are met.

HACSB will screen all BHBH applicants and verify program eligibility, including but not limited to homeless and/or CARE Act status, household income, Serious Behavioral Health Condition diagnosis, geographic preference, criminal record, and household size. In Accordance with the Tenant Selection Plan. HACSB maintains the right to impose a lifetime ban on individuals convicted of murder, arson, or intentional violence against another person resulting in the victim's impairment of any kind. Similarly, HACSB may deny residency to any household member who has been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing, and any household member subject to a lifetime registration requirement under a state sex offender registration program.

- E. HACSB will enter into a lease with tenant and enforce property rules as defined in the lease. 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. HACSB will notify the VCBH Housing Manager as soon as possible if a client-resident is at risk of eviction.
- F. HACSB will provide office space for 2 VCBH CSCs and access to client meeting rooms to carry out their duties on-site as needed. CSCs may also meet with BHBH tenants in their homes, at out-patient clinics and in the community. The frequency and type of supportive services for BHBH tenant clients shall be in accordance with the BHBH NoFA and the VCBH Housing Plan and shall consider the client-resident's needs and wants.
- G. HACSB will provide voluntary on-site supportive services to the entire community, including VCBH tenants. Services shall include Adult educational, health and wellness, or skill building classes. Services may include, but are not limited to: Financial literacy, computer training, home-buyer education, GED classes, and resume building classes, ESL, nutrition class, exercise class, health information/awareness, art class, parenting class, on-site food cultivation and preparation classes, and smoking cessation classes.

Tenants will have access to a Service Coordinator; whose responsibilities include but are not limited to (a) providing tenants with information about available services in the community, (b) assisting tenants to access services through referral and advocacy, and (c) organizing community-building and/or other enrichment activities for tenants (such as holiday events, tenant council, etc.). Other services specialists may provide individualized assistance, counseling and/or advocacy to tenants, such as assisting them to access education, secure employment, secure benefits, gain skills or improve health and wellness. This includes but is not limited to: Vocational/Employment Counselor, ADL or Supported Living Specialist, Substance Abuse or Mental Health Counselor, Peer Counselor, Domestic Violence Counselor.

- H. Maintain adequate liability and property insurance for VALENTINE ROAD; and
- I. Provide financial reports, monthly invoices, and any other required information to VCBH and any other funder and/or regulatory agency in a timely manner; and
- J. Pay all taxes associated with VALENTINE ROAD.

K. HACSB is responsible for asset management, ongoing repair, maintenance, management, and operation of VALENTINE ROAD, including the following property management activities:

- (i) Leases;
- (ii) Enforcing property rules and issuing lease violations;
- (iii) Notices;
- (iv) Evictions

Common Roles of VCBH and HACSB.

- L. A critical element of supporting tenants in maintaining housing is the communication and relationship between all service providers and the property management staff.
- M. The VCBH assigned CSC 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 monthly with HACSB service team meetings. Each BHBH tenant will have an assigned VCBH CSC and Clinical Case Manager to oversee and facilitate treatment and support.
- N. During the first six weeks of tenancy at Valentine Road VCBH Staff will meet weekly with BHBH tenants to assist client-tenants with integrating into the Valentine Road community. Prior to the completion of this initial 6-week period, VCBH and HACSB will consult to determine future frequency of client interaction, based on the clients' progress, and expected further service needs. After the initial six (6) weeks on-boarding, VCBH and HACSB staff working jointly with client-tenants, on a case-by-case basis, will determine the frequency of on-going supportive services.
- O. Release of Information (ROI) forms will be presented by VCBH and HACSB to each BHBH tenant for signature to allow for appropriate sharing of information between VCBH and HACSB.
- P. If tenant behaviors place an individual at risk for eviction, intensive case management and a case conference will take place in order to ensure the tenant receives appropriate support to either remain housed at Valentine Road or elsewhere with the goal being to avoid evicting the tenant. Case conferences will include representatives from VCBH and HACSB property management and case worker(s); the tenant may be involved in case conferences as appropriate. Client residents at risk of eviction will be presented to CES for transfer by VCBH staff.

V. FUNDING TERM

- A. 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, directly to HACSB. VCBH currently has the resources to provide the supportive services

identified in this Memorandum through June 30, 2027.

VI. PAYMENTS

- A. In consideration of the services rendered in accordance with all terms, conditions and specifications in this Agreement, COUNTY will make payment to HACSB in the manner specified in Exhibit "B" (Payment provisions).

VII. GENERAL TERMS

- A. Terms: This Memorandum will be effective January 1, 2024, by VCBH and HACSB and will terminate June 30, 2027. Otherwise, this Memorandum may be terminated in accordance with the section on Termination below. HACSB agrees to have 40 BHBH units covered by this MOU available for lease through CES by June 2024.
- B. Termination. 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 HACSB agree that by virtue of entering into this Memorandum they will have access to client confidential information regarding the other party's operations related to VALENTINE ROAD. VCBH and HACSB 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 this 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 this 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 3

- 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 HACSB
- H. Indemnification. 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.

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.
- L. Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

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 HACSB:

Jeffrey Lambert
Housing Authority of the
City of San Buenaventura
995 Riverside Street
Ventura, CA 93001

COUNTY OF VENTURA

**HOUSING AUTHORITY OF THE
CITY OF SAN BUENAVENTURA,**
A public body, corporate and politic.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “B”
PAYMENT PROVISIONS
HOUSING AUTHORITY OF THE
CITY OF SAN BUENAVENTURA
LA QUINTA
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 \$2,564,482. 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	FMR = \$1850. FY 23-24: 2 month's security deposit		\$ 148,000	\$ 777,948	\$ 805,176	\$ 833,357	\$ 2,564,482
TOTAL RENTAL ASSISTANCE		\$ -	\$ 148,000	\$ 777,948	\$ 805,176	\$ 833,357	\$ 2,564,482
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		\$ -	\$ 148,000	\$ 777,948	\$ 805,176	\$ 833,357	\$ 2,564,482
Service Details							
Rental Assistance	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Estimated Number of Bed-Nights: Total			2,400.0	14,600.0	14,600.0	14,600.0	46,200.0
Estimated Number of Bed-Nights: Daily							
Estimated Number of Unduplicated Individuals Served Total							
Estimated Number of Unduplicated Individuals Served Monthly							
Estimated Cost per Bed Night		#DIV/0!	\$ 61.67	\$ 53.28	\$ 55.15	\$ 57.08	\$ 55.51

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.