

Attachment F
Supportive Services Agreement

MENTAL HEALTH SUPPORTIVE SERVICES AGREEMENT

This Mental Health Supportive Services Agreement ("Agreement") is made and entered into in the County of Santa Barbara, State of California, this 17th day of December 2019 ("Effective Date"), by and between the Housing Authority of the County of Santa Barbara, a public body, corporate and politic ("HACSB"), West Cox Cottages, L.P., a California limited partnership (the "Partnership"), and the County of Santa Barbara Department of Behavioral Wellness, a political subdivision of the State of California ("County") (collectively referred to as the "Parties").

RECITALS

WHEREAS, the County Board of Supervisors allocated funding under the State of California No Place Like Home ("NPLH") program for the development of supportive affordable rental housing located at 1141 West Cox Lane in Santa Maria, California (the "Project") in accordance with the terms of various loan documents and other agreements entered into between the Parties; and

WHEREAS, the County Board of Supervisors approved and authorized the Director of Behavioral Wellness to submit a joint application for NPLH non-competitive loan funds with the HACSB from the California Department of Housing and Community Development; and

WHEREAS, the joint-application requires that the County as the local mental health department agrees to provide mental health services and coordinate the provision of, or referral to other types of supportive services ("mental health supportive services"), to NPLH tenants for a duration of 20 years pursuant to a Memorandum of Understanding ("MOU") entered into between the Parties concurrently herewith this Agreement and incorporated herein; and

WHEREAS, the Parties agree that the County's obligations pursuant to this Agreement shall begin only upon the Project receiving its certificate of occupancy; and

WHEREAS, the Partnership will be the owner of the Project; and

WHEREAS, once completed, the HACSB will be the property manager of the Project subject to the Property Management Agreement, as may be amended, between the HACSB and the Partnership; and

WHEREAS, the Partnership has authorized the fIA.CSB to act as the Partnership's agent for purposes of this Agreement pursuant to the Property Management Agreement and subject to the terms of the Partnership's Agreement of Limited Partnership, as may be amended; and

WHEREAS, the Project will include thirteen (13) newly constructed housing units set-aside for NPLH eligible persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless ("NPLH tenants"); and

WHEREAS, NPLH tenants will be selected through the use of a coordinated entry system ("CES") for those At-Risk of Chronic Homelessness in accordance with the provisions of 25 CCR Section 8305 and in compliance with Housing First requirements consistent with the core components of the NPLH program set forth in Welfare and Institutions Code Section 8255(b); and

WHEREAS, the Partnership desires to enter into an independent contractor arrangement with County as the local mental health department at the Project for the County or its subcontractors to provide mental health supportive services for NPLH tenants; and

WHEREAS, County represents that County, County's personnel, and/or providers with whom the County may subcontract have the qualifications and experience to properly perform such services; and

NOW, THEREFORE, the Partnership, HACSB, and County hereby agree as follows:

I. GOALS

1. Deliver seamless services to avoid gaps in service;
2. Integrate services with Behavioral Wellness clinics and other Community Based Organizations and/or Agencies (CBO/CBA);
3. Empower NPLH tenants by providing skill building assistance;
4. Enhance NPLH tenants' independent living skills; and
5. Achieve and maintain stable/permanent housing for NPLH tenants.

II. COUNTY RESPONSIBILITIES

1. Scope of Services

- a. County shall provide onsite, or at another location easily accessible to tenants, the following mental health supportive services to NPLH tenants residing at the Project, and to other Project tenants as time allows, for a minimum of 40 hours per week. Services *will* be provided by a case manager in an on-site office, and shall include, but not be limited to:
 - i. Case management;
 - ii. Peer support activities;
 - iii. Mental health care, such as assessment, crisis counseling, individual and group therapy, and peer support groups;
 - iv. Substance use services, such as treatment, relapse prevention, and peer support groups;
 - v. Support in linking tenants to physical health care, including access to routine and preventative health and dental care, medication management, and wellness services;

- vi. Benefits counseling and advocacy, including assistance in accessing SSI/SSP and enrolling in Medi-Cal; and
 - vii. Basic housing retention skills (such as unit maintenance and upkeep, cooking, laundry and money management).
- b. County may provide, or coordinate the provision of or referral to the following additional services as needed by individual NPLH tenants. These services or referrals may be provided onsite, or at another location easily accessible to Project tenants, and shall include, but shall not be limited to:
- 1. Recreational and social activities;
 - ii. Services for persons with co-occurring mental and physical disabilities, or co-occurring mental and substance use disorders not listed above in Section II.1.a;
 - iii. Educational services, such as supported employment, job readiness, job skills training, job placement, and retention services, or programs promoting volunteer opportunities for those unable to work; and
 - iv. Obtaining access to other needed services, such as civil legal services, or access to food and clothing.

2. Coordination Meetings

County shall participate in meetings with the HACSB pursuant to the MOU, including but not limited to, meetings to review NPLH tenants' tenancies in order to ensure integrated housing and supportive services for such tenants.

3. Designated Representative

County hereby designates Alice Gleghorn, Behavioral Wellness Director, as its Designated Representative and person responsible for necessary coordination with the HACSB's Executive Director or designee ("Executive Director").

III. PARTNERSHIP'S RESPONSIBILITY

1. Housing Services

The HACSB, as Property Manager and on behalf of the Partnership, shall cooperate with County as may be reasonably necessary for County to perform its services. Executive Director agrees to provide direction to County as requested regarding particular service-related requirements.

2. NPLH Unit Rental Process

The HACSB, as Property Manager and on behalf of the Partnership, shall receive and screen County referrals for initial tenancy at the Project under the NPLH Housing Program and pursuant to the terms of the MOU.

- a. NPLH tenants will be selected through the use of the County CES for those At-Risk of Chronic Homelessness in accordance with the provisions of 25 CCR Section 8305 and in compliance with Housing First requirements consistent with the core components set forth in Welfare and Institutions Code Section 8255(b).
- b. The HACSB will accept NPLH tenants regardless of sobriety, participation in services or treatment, history of incarceration, credit, or history of eviction in accordance with practices permitted pursuant to Welfare and Institutions Code Section 8255.
- c. After initial lease-up of all NPLH designated units, the HACSB will use the CES to fill vacancies, as they occur, for the thirteen (13) NPLH designated units.
- d. The HACSB will provide County with a copy of any denial notice to NPLH-eligible applicants.

3. Coordination Meetings

The HACSB, as Property Manager and on behalf of the Partnership, will meet regularly with County representatives as needed to review NPLH tenants' tenancies in order to ensure integrated housing and supportive services for such tenants. The HACSB will provide County with the occupancy list for the Project on a regular basis.

IV. ADDITIONAL TERMS AND CONDITIONS

1. Method of Performing Services

Subject to the terms and conditions of this Agreement and the regulations applicable to the NPLH Housing Program, County may determine the method, details, and means of performing the services described herein.

2. Standard of Performance

County agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar services.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude County from rendering any services to any other person or entity as County in its sole discretion shall determine.

4. Coordination of Services

In accordance with the Property Management Agreement, all services are to be coordinated with the Executive Director. In the event the Property Management Agreement is terminated, such coordination shall occur between the County and the Partnership's designee, including any necessary amendments to this Agreement or the Memorandum of Understanding between the parties.

5. Nondiscrimination

The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated into the Agreement by this reference with the same force and effect as if the ordinance were specifically set out herein, and HACSB, on behalf of itself and the Partnership, agrees to comply with that ordinance.

6. No Publicity or Endorsement

Neither the HACSB nor the Partnership shall use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. The HACSB or the Partnership shall not use County's name or logo in any manner that would give the appearance that County is endorsing the HACSB or the Partnership. Neither the HACSB nor the Partnership shall in any way contract on behalf of or in the name of County. Neither the HACSB nor the Partnership shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning County or its projects, without obtaining the prior written approval of County.

7. Term of Agreement

The County's obligations pursuant to this Agreement shall begin only upon the Project receiving its certificate of occupancy and shall renew automatically for additional one-year terms thereafter for a maximum of twenty (20) years, subject to annual review by the Parties at least sixty (60) calendar days before renewal, or until the occurrence of any of the following events:

- a. Upon the mutual written agreement of the parties hereto;
- b. Upon notice delivered pursuant to Section 24 below, if any party shall fail to perform its obligations under this Agreement and such failure shall continue for a period of at least sixty (60) days after written notice thereof from the party claiming such default; or
- c. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for County to provide mental health services in the fiscal year(s) covered by the term of this Agreement, then County will notify the Partnership and the HACSB of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to provide services with regard to the remainder of the term.

8. Compensation

- a. The Partnership agrees to compensate County for its services under this Agreement by providing County with office space, free of charge, for its exclusive use in the performance of its services hereunder. Such office space will be located on the first floor of the Project, must be deemed acceptable by County, at minimum including a computer access point and electrical service in the room. The Partnership agrees to grant permission and access to the County to make the office space compatible with the County's computer network and phone system.
- b. County agrees that such compensation by the Partnership shall not constitute nor be deemed a release of the responsibility and liability of County or its employees, subcontractors, agents and subconsultants for the competency of the services performed hereunder, nor shall such compensation be deemed to be an assumption of responsibility or liability by the HACSB for any defect or error in the services performed by County, its employees, subcontractors, agents and subconsultants.

9. Records

All of County's property, documents, and information provided for the Partnership or HACSB 's use in connection with the services under this Agreement shall remain County's property, and the Partnership and HACSB shall return any such items whenever requested by County and upon termination of this Agreement. The Partnership and HACSB may use such items only in connection with the services provided under this Agreement. The Partnership and HACSB shall not disseminate any County property, documents, or information without County's prior written consent.

10. Confidentiality of Information

The services provided by the County under this agreement are governed by Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 CFR, Parts 160 - 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The County shall maintain the confidentiality of patient records and any other health information of the NPLH tenants in accordance with applicable law.

11. Indemnity and Notification

- a. Mutual Indemnification - Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, agents or volunteers (the "Indemnitee") against any and all claims, damages, costs, liabilities, and expense, including attorney's fees, arising from or attributable to the Indemnifying Party's negligent acts or omissions and intentional misconduct which is brought against an Indemnitee in connection with the activities, related services or the Indemnifying Party's breach of its responsibilities under this Agreement.

- b. Notification: Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

12. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU with policy limits not less than \$2,000,000 per occurrence for General Liability and Statutory Limits for Workers' Compensation.

13. Independent Contractor

- a. The HACSB and the Partnership agree that in the performance of the services, County shall be, and is an independent contractor, and that County and its employees are not employees of the Partnership or the HACSB. County has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting County.
- b. County shall be solely responsible for, and shall save the HACSB and the Partnership harmless from, all matters relating to the payment of County's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. County acknowledges that County and County's employees are not entitled to receive from the HACSB or the Partnership any of the benefits or rights afforded employees of the HACSB, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

14. No Agency

Except as otherwise stated herein or as may be specified in writing, County, and its agents, employees, subcontractors and subconsultants shall have no HACSB, express or implied, to act on behalf of the Partnership or the HACSB. Likewise, the Partnership and the HACSB and their agents, employees, subcontractors and subconsultants shall have no authority, express or implied, to act on behalf of the County in any capacity, as agents or otherwise, or to bind the County to any obligation.

15. Successors and Assigns

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

16. Force Maieure

The Parties agree that none of them shall be responsible for delays or failures in performance resulting from acts beyond the control of any party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

17. Time ofEssence

Time is of the essence in this Agreement and each covenant and term is a condition herein.

18. Governing Law

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

19. Compliance with Laws

The Parties agree to comply with all local, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by any Party pursuant to this Agreement.

20. Severability

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Waiver

The HACSB, the Partnership, and County agree that no waiver of a breach of any provision of this Agreement by any Party shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of any Party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

22. Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. Authority to Execute

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, the HACSB and the Partnership hereby warrants that they shall not have breached the terms or conditions of any other contract or agreement to which either is obligated, which breach would have a material effect hereon.

24. Notices

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

TO COUNTY: County of Santa Barbara Department of Behavioral Wellness
300 Camino Del Remedio, Bldg 3
Santa Barbara, CA 93110
Attn: Director

TO HACSB: Housing Authority of the County of Santa Barbara
815 West Ocean Avenue
Lompoc, CA 93436
Attn: Executive Director

TO PARTNERSHIP: West Cox Cottages, L.P.
c/o Surf Development Company
815 West Ocean Avenue
Lompoc, CA 93436
Attn: President

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that any party agrees to service of process except as required by applicable law.

25. Amendment

The Parties agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement shall be effective only when agreed to in writing by each of County, the Partnership, and HACSB (if the Property Management Agreement is in effect at the time of such proposed amendment) but the Parties agree to promptly approve any amendments needed to ensure County's compliance with NPLH program requirements or other legal requirements affecting the provision of services hereunder. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the

Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications on behalf of the County.

26. PRECEDENCE

In the event of conflict between the provisions contained in this Agreement and the provisions contained in the MOU, the provisions of this Agreement shall prevail over those in the MOU.

27. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

Signature Page Follows

SIGNATURE PAGE

**HACSB:
HOUSING AUTHORITY OF THE
COUNTY OF SANTA BARBARA**

By: /// /J.
Robert P. Havlicek Jr., Executive Director

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL
WELLNESS**

By: _____
Alice Gleghorn, PH.D., Director

APPROVED AS TO FORM:
Michael C. Ghizzoni COUNTY COUNSEL

By: li rt,
Deputy County Counsel

**PARTNERSHIP:
WEST COX COTTAGES, L.P.**

By: Surf Development Company
a California nonprofit public benefit
corporation, its managing general partner

By: ; //4 /J.
Robert P. Havlicek Jr.,
CEO

APPROVED AS TO FORM: RJSK MANAGEMENT

By: _____
Ray Aromatorio, ARM, AIC, Risk Manager