Attachment A – HACSB and BWell MOU for InKind Match Services at 3055 De La Vina FY 2025-27

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA

AND

COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS

This Memorandum of Understanding ("MOU") is made and entered into by and between the Housing Authority of the City of Santa Barbara, a public body, corporate and politic (hereafter "the Housing Authority") and Santa Barbara County Department of Behavioral Wellness, a System of Care and Wellness (hereafter "BWell"). This MOU shall be effective as of the date executed by both parties.

WHEREAS, the Housing Authority and BWell are aware of the critical need for safe, decent and affordable supportive housing for formerly homeless persons, particularly those most vulnerable and/or with the longest history of homelessness. The Housing Authority and BWell also recognize that the provision of housing in conjunction with case management is essential in helping formerly homeless persons live successfully in normal community settings. Consequently, the parties listed above have agreed to enter into this MOU with the interest of providing Permanent Supportive Housing Program services at 3055 De La Vina Street, Santa Barbara, CA 93105 to their mutual applicants and residents (hereafter "participants").

I. TERM

The term of this MOU shall be for a period of seventeen months (17) beginning December 1, 2025, and ending April 30, 2027. Subject to funding availability, the term may be extended upon written mutual agreement of the Housing Authority and BWell.

II. PURPOSE

This MOU is intended to establish the responsibilities of the Housing Authority and BWell successfully administering the Continuum of Care's Permanent Supportive Housing Program (hereafter "the Program") and detailing the value of in-kind match services provided by BWell for the supportive services outlined in this MOU. The goals of the Program are described in the Continuum of Care ("CoC") Program Final Rule.

III. PROJECT

The 3055 De La Vina, project number CA2379L9D032400, located at 3055 De La Vina Street, Santa Barbara, CA 93105, is the Housing Authority's project that must adhere to the Housing First principles in accordance with the Department of Housing and Urban Development ("HUD") requirements (hereafter "the Project").

IV. OPERATING DATES OF PROGRAM

The Program dates of operation are December 1, 2025, through April 30, 2027.

V. RESPONSIBILITIES

A. BWell has the following responsibilities under this MOU:

1. BWell commits to providing intensive, short-term supportive services to eligible Project

- participants, as identified by the Housing Assistance and Retention Team ("HART"), to support transition from homelessness to permanent housing.
- 2. From December 1, 2025, through March 31, 2026, BWell will collaborate with the Housing Authority between setting up the Program services to be delivered for the Project (i.e., by attending brainstorming meetings, workshops, etc.).
- 3. From April 1, 2026, through June 30, 2026, when the Housing Authority receives the Certificate of Occupancy for the Project, BWell will deliver services through its contract with Telecare to operate HART to support transitions to independent living at 3055 De La Vina Street, Santa Barbara, CA 93105.
- 4. The HART program is currently funded through the Mental Health Services Act ("MHSA") funding as an Innovation Project until June 30, 2026. From July 1, 2026, through April 30, 2027, when HART funding concludes, BWell will continue providing training for participants and property managers to support and strengthen understanding of tenancy rights and responsibilities.
- 5. HART services being provided to the Project include assistance with obtaining social services benefits and strengthening independent living skills, such as understanding tenant responsibilities and rights, how to be a good neighbor, developing and adhering to a personal budget, and providing linkages to mental health and substance use services.
- 6. The HART program will serve the participants of the Project, who will be transitioning to housing after experiencing chronic homelessness, including BWell's target population of those with Serious Mental Illness and/or Substance Use Disorder, and Medi-Cal and Medicare recipients.
- 7. When MHSA HART program funding expires in June 2026, BWell will collaborate with the Housing Authority to solidify ongoing training for participants and property managers to leverage Medi-Cal and/or Medicare for services beyond said date including referring participants for Community Supports and Enhanced Care Management provided through their Managed Care Plan (CenCal).

B. The Housing Authority has the following responsibilities under this MOU:

- Housing Authority shall cooperate with BWell as may be reasonably necessary for BWell to perform
 its Program services. The Housing Authority Director agrees to provide direction to BWell as
 requested regarding the Program and the Housing First principles in accordance with HUD
 requirements.
- 2. Provide BWell a copy of its policies or procedures for: maintaining residency; lease and grievance procedures and holding units for participants who are hospitalized or otherwise unavoidably absent from the housing for a period of time allowed by law.
- 3. The Housing Authority shall use its best efforts to work with BWell to identify and refer eligible Housing Authority participants for participation in the Program for the Project.
- 4. Provide new participants of the Program with an explanation of program rules, regulations, resident's rights, and responsibilities, including payment responsibilities.
- 5. Administer the Program provided at the Project under HUD regulations pertaining to the CoC Program.
- 6. Evaluate eligibility and processing participants for participation in the Program including: 1) evaluating applicant income and target population eligibility; 2) determining rents; 3) inspecting units for compliance with housing quality standards; 4) processing rental payments to landlords;

- 5) performing reexaminations for continued occupancy and eligibility; and 6) enforcing HUD regulations.
- 7. Input required data in the Homeless Management Information System ("HMIS").
- 8. Maintain a listing of available units and make available to the Coordinated Entry System when applicable.
- 9. Provide grant oversight and monitoring for the Project.

C. The Housing Authority and BWell shall

- Administer all of their respective policies and procedures on a non-discriminatory basis according
 to the Fair Housing Act that prohibits discrimination in the sale or rental of housing on the basis of
 disability, and section 504 of the Rehabilitation Act of 1973 that states that no persons shall be
 denied the opportunity to participate in or benefit from any federally assisted program because of
 handicap.
- 2. Provide mutual technical assistance and training efforts to include: a) training for staff or contract staff on HUD housing assistance programs; b) training of Housing Authority staff on understanding the housing search assistance provided and service delivery systems; c) recognizing the unique advantages of renting under the rental voucher program, and understanding the target population; d) cooperative efforts between the Housing Authority and BWell in meeting the housing needs of participants; e) training for both agencies on fair housing and reasonable accommodation requirements of the Fair Housing Amendment Act of 1998 section 504 of Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- Develop cooperative strategies for managing or preventing crisis involving mutual participants, or participants needing mental health assistance.
- 4. Identify and adhere to legal requirements regarding confidentiality of participants information, such as requiring participants permission to release information to either agency.
- 5. Involve participants and as appropriate, family members, and case managers in efforts to plan, deliver, monitor, and evaluate the quality of housing and supportive services.
- 6. Work to achieve the performance goals outlined by HUD.
- 7. During the term of the grant provided by the HUD CoC for the Project, BWell and the Housing Authority must keep and make available, for inspection, records documenting the service hours provided.

VI. IMPLEMENTATION AND EVALUATION

- **A.** BWell and the Housing Authority will designate liaisons to be responsible for coordination of activities required to carry out this MOU.
- **B.** BWell and the Housing Authority may meet to amend this MOU at least annually, if necessary, in accordance with section X (Amendments). The annual review will address policy issues and establish direction and priorities for improvement.

VII. NOTICES

Any notice or consent required or permitted to be given under this MOU shall be given to the respective

parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To BWell: Director

County of Santa Barbara

Department of Behavioral Wellness

300 N San Antonio Road Santa Barbara, CA 93110

Fax: 805-681-5262

To Housing Authority: Rob L. Fredericks, Executive Director

The Housing Authority of the City of Santa Barbara

808 Laguna Street Santa Barbara, CA 93101

Fax: 805-564-7041

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 either party agrees to service of process except as required by applicable law.

VIII. RESIDENT RIGHTS AND RESPONSIBILITIES

- **A.** People with disabilities have the right to be admitted to housing programs on a fair and equitable basis, as required by law, subject to the same eligibility and selection criteria as any other applicant.
- **B.** Subject to reasonable accommodation, people with disabilities will be subject to the same residency requirements as any other housing participants, per the terms and conditions specified in this signed standard lease agreement.

IX. TERMINATION

Both parties reserve the right to terminate this MOU, with or without cause, upon providing thirty (30) calendar days advance written notice to the other party. Any written notice of termination shall state the date on which the termination shall become effective and be deemed served in compliance with the provisions specified in section VII (Notices).

X. AMENDMENTS

This MOU may be amended upon mutual agreement of the Housing Authority and BWell. Such modification shall be in writing and effective upon the execution of a written amendment to this MOU by the authorized representatives.

XI. IN-KIND MATCH

A. BWell may use the value of any real property, equipment, goods, or services contributed to the Project as in-kind match, provided that if the Housing Authority had to pay for them with grant funds, the costs would have been eligible under the CoC program. The real property, equipment, goods, or services and the associated value of each are described in the MOU in section XI (In-Kind Match), subsection C.

- B. BWell may use the value of services provided by BWell staff as in-kind match, and the services must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. The specific services to be provided must be described in subsection C of this section XI (In-Kind Match) along with the profession of the staff providing the service, and the hourly cost of the services to be provided.
- C. The Housing Authority establishes unconditional commitment, except for selection to receive a HUD CoC grant, by BWell to provide an in-kind match to the Housing Authority. BWell has committed \$114,318 in the form of in-kind match for the Project. The original Letter of Intent dated October 17, 2024, was based on annual Fiscal Year ("FY") 2024-25 Total Salary and Benefits projections for 1 Full Time equivalent ("FTE") Case Worker. The in-kind match has been calculated for the period of April 1, 2026, through April 30, 2027. However, after June 30, 2026, the services provided by BWell will be limited to resident and property manager education support. The in-kind services to be provided are as follows:

In-Kind Match Services - Staffing

| Position | Job Duties | Hourly Pay Rate | Total Hours Committed Per Year | Annual Cost of Benefits | Grand Total |
|-------------|--|--------------------|--------------------------------------|-------------------------|-------------|
| Case Worker | Assist participants with obtaining social service benefits. Teach: independent living skills, tenant rights/responsibilities, how to be a good neighbor, personal budgeting. Provide linkages to mental health and substance use services. | \$39.26 | 2,080 | \$32,658 | \$114,318 |
| Total | \$114,318 | | | | |

XII. INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, officials, employees and agents, from and against any and all claims, loss, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising out of any act, omission, or negligence of such indemnifying party or its officers, officials, employees, agents, subcontractors, or invitees. This indemnity provision survives the MOU.

XIII. 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.

XIV. CERTIFICATIONS

- **A.** BWell will maintain the confidentiality of records pertaining to any resident or family member that was provided family violence prevention or treatment services through the Project;
- **B.** The address or location of any family violence project assisted under this Project will not be made public, in accordance with the Violence Against Women Act ("VAWA"), except with written authorization of the person responsible for the operation of such project;
- **C.** BWell will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to participants and families experiencing homelessness;
- **D.** In the case of projects that provide housing or services to families, BWell will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
- **E.** BWell its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
- F. BWell will provide information, such as data and reports, as required by HUD.

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SIGNATURE PAGE

Memorandum of Understanding for Permanent Supportive Housing Program Services between the **Housing Authority of the City of Santa Barbara** and **Santa Barbara County Department of Behavioral Wellness**.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding to be effective on the date executed by both parties.

HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA, a public body, corporate and politic

SANTA BARBARA COUNTY
DEPARTMENT OF BEHAVIORAL WELLNESS,
a System of Care and Recovery

| Rob L. Fredericks | Ву: | autorutte "toni" Navarro | |
|---------------------------|---|--|--|
| Authorized Representative | | Authorized Representative | |
| Rob L. Fredericks | Name: | Antonette Navarro, LMFT | |
| Executive Director/CEO | Title: | Director | |
| 12/4/2025 | Date: | 12/4/2025 | |
| | Rob L. Fredericks Authorized Representative Rob L. Fredericks Executive Director/CEO | Rob L. Fredericks Rob L. Fredericks Executive Director/CEO By: Name: Title: | |