#### EXHIBIT C

#### OWNER AND AGENT RESPONSIBILITIES

The obligations of the Owner are described in **Exhibit C-1**. The obligations of the Agent with respect to the Residential Site are described in **Exhibit C-2**. The obligations of the Agent with regards to the Vacant Site are described in **Exhibit C-3**.

The following shall constitute collective obligations and responsibilities of the Parties and shall apply for the entire Term:

- <u>Regular Meetings</u>. [Monthly/Quarterly?] Regular meetings (in person and/or by phone) will be held between the Owner and the Agent to discuss the operations of the Property. The Owner and Agent agree they will establish mutually satisfactory methods for the exchange of information as may be necessary in order that each party may perform its duties and functions under this agreement, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- <u>Review of Management Responsibilities</u>. Agent and Owner shall review the Management Plan, and the obligations required under this Exhibit C, on an annual basis with the intent of updating any provisions which are lacking, if necessary.
- <u>Adherence to Evidence-Based Approaches</u>. Agent and Owner shall, to the maximum extent possible, adhere to the three evidence-based approaches to provide housing and supportive services to program participants including emphasis on housing first principles, harm reduction, and motivational interviewing. Agent and Owner will work to develop materials to implement the evidence-based approaches. The Owner and Agent agree they will collaborate in providing In-Service Trainings.
- <u>Operating Policies</u>. The Owner and Agent shall work together to establish general operating policies for the Residential Site. It shall be the responsibility of the Agent, based upon previous experience and knowledge, to recommend and advise the Owner regarding such policies consistent with the Program Participant Agreement (which shall be in a form approved by the Owner and Agent).
- <u>Forms and Documentation</u>. The Owner and Agent agree to develop and implement procedures, surveys, and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- <u>Problem Resolution</u>. The Owner and Agent agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the County and Agent's mutual chain of command, as deemed necessary.
- <u>Compliance Monitoring</u>. The Owner and Agent agree to collaborate on Data Collection and Performance Outcome. The Owner shall comply with all local, State, and Federal

regulations regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcome measurement process, as required by the State and/or the County. The Owner and Agent provider shall work together to resolve any data quality concerns to the best of their ability prior to submission of the data.

## OWNER Supportive Service plan For Pacific Village

The County envisions utilizing in-kind funding sources to provide supportive services to the residents of Pacific Village. A contract provider may be engaged for property management services; however, the County will first seek to maximize existing resources to provide the necessary operational oversite and management of a housing campus designed to accommodate a minimum of 28 adults and families initially. The campus will be an eclectic combination of housing options, creating a village of individuals residing in a supportive community environment. Pacific Village will provide residents with scheduled onsite connections to sustained income sources, nutritious meals, health care services, and scheduled groups and activities to foster community engagement, personal growth, and individual health. Pacific Village will provide a healthy, safe and stable environment to meet the residents' economic, physical and psychological needs.

#### Lead Services Provider Experience (DBH)

The County of San Bernardino Department of Behavioral Health (DBH) has over ten years of experience providing Supportive Services to tenants housed in Permanent Supportive Housing (P.S.H.). Since 2008, DBH has had a Memorandum of Understanding (M.O.U.) with the Housing Authority of San Bernardino County. DBH is a supportive service provider for the Department of Housing and Urban Development (H.U.D.) Continuum of Care (CoC) Rental Assistance Grants to assist hard to serve homeless individuals with disabilities and their families into community-based housing. DBH provides Supportive Services to tenants and their families in Tenant-Based Rental Assistance and Project-Based Rental Assistance Housing.

In 2014, DBH began providing Supportive Services to formerly homeless tenants housed in the Mental Health Services Act (M.H.S.A.) housing projects developed through the CalHFA (California Housing Finance Agency) M.H.S.A. housing program.

Below is a sample list of current DBH-MHSA housing projects and the year service provision began in that Project:

Year 2014: Magnolia@ 9th: 10 housing units Year 2014: Mountain Breeze Villas: 20 housing unit Year 2015: Siena Fontana: 15 housing units Year 2015: Bloomington Project: 11 housing units Year 2015: Horizons at Yucaipa: 10 housing units Year 2016: Phoenix Apartments: 9 housing units Year 2016: Vintage at Kendall: 20 housing units

**On and Off-Site Staffing.** DBH will provide various on- and offsite Wellness and Self-Care services to educate and support individuals residing on-campus, including onsite groups and activities, mental health services, and mobile medical screenings. Onsite recreational and social programming will be available for residents to further foster the community atmosphere and whole-person wellness. Supportive services staffing in P.S.H. will vary depending on the acuity of the target population.

Each resident will work closely with a Case Manager and an interdisciplinary team to identify and resolve economic and housing barriers, obtain necessary legal documents (e.g., identification, social security card), verifications and obtain appropriate benefits. Services will include behavioral and physical health assessments and successful linkages to County and community resources. Participating agencies and departments will include, but is not limited to:

- Arrowhead Regional Medical Center (A.R.M.C.)
- Department of Aging and Adult Services-Public Guardian (DAAS-PG)
- Department of Behavioral Health (DBH)
- Department of Child Support Services (D.C.S.S.)
- Department of Children and Family Services (C.F.S.)
- Department of Public Health (D.P.H.)
- Housing Authority of the County of San Bernardino (H.A.C.S.B.)
- Law Offices of the Public Defender
- Preschool Services Department (PSD)
- San Bernardino County District Attorney's Office (DA)
- San Bernardino County Homeless Partnership (S.B.C.H.P.)
- San Bernardino County Office of Homeless Services (O.H.S.)
- San Bernardino County Probation Department
- San Bernardino County Veterans Affairs (V.A.)
- Sheriff Homeless Outreach and Proactive Enforcement (H.O.P.E.)
- Transitional Assistance Department (T.A.D.)
- Workforce Development Department (WOO)

**Services Provided:** DBH will provide Intensive Case Management (I.C.M.) services to include behavioral health services, Substance Use Disorders Recovery Services, linkage, consultation and assistance navigating appropriate resources and services in the community. Onsite services will include crisis intervention and counseling that focus on self-care, whole-person wellness and restoration of community functioning. Residents will be given the tools and resources to successfully re-integrate into the community setting, and ultimately improve quality of life. Onsite services will include psychoeducation related to health and mental illness and development and improvement of basic inter- and intra- personal communication skills, such as listening, speaking, and non-verbal communication.

Clinical Therapists will also be available onsite to assist participants who seek individual therapy.

DBH will provide care coordination with Arrowhead Regional Medical Center and The Department of Public Health to access medical screenings, vaccinations and health and nutrition education in individual and group settings. Additional offsite health services are readily accessible from the Pacific Village campus. The County's nearest Primary care Clinic, Behavioral Health Crisis Stabilization Unit and outpatient clinic are within three miles of the campus, the nearest full-service community hospital is within seven miles, the County hospital is within 12- miles. Transportation to off- site behavioral and physical health services will be provided on an as-needed basis. The County has a strong collaborative relationship with local health plans and providers, who will also be invited to engage and participate in onsite whole-person health programs and assistance with providing necessary medical devices.

Residents will also be provided with assistance in securing steady income through appropriate benefit sources and/or vocational rehabilitation services to help individuals prepare for, secure, regain or retain employment. Eligible older adults will be provided onsite linkage and connection to the Department of Adult and Aging Service programs, including Senior Employment and Information and Assistance programs. Participants will receive support and education in prevocational skills, linkage for volunteer opportunities and the tools necessary to reduce and remove barriers to employment. Through process groups, individuals will gain soft and hard skills required to obtain and retain employment or volunteer opportunities, which provide additional support for community re-integration. Topics include, but are not limited to, resume building, mock interviews, interview attire, appropriate grooming and hygiene, resume writing, applications and job search skills. The Transitional Assistance Department will provide on and offsite services including applications and re-certifications for benefits including CalWORKs, CalFresh, and Medi-Cal programs. Residents will further receive assistance in securing benefits, including retirement and disability benefits from their Case Manager, who will facilitate transportation to offsite appointments, provide assistance in completing applications and obtaining necessary documentation.

**Services Detail.** DBH is responsible for providing mental health and/or substance use disorder services to County residents who are experiencing major mental illness and/or substance use disorders. Supportive Services staff will provide 24-hour support to tenants. Afterhours support will be via telephone with the possibility of responding onsite when needed.

To ensure accessibility to services the following services will be provided both on and off site in person or with Telehealth.

#### Mental Health Service Activities

Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the consumer's goals/desired result/personal milestones.

- Assessment (<u>On or Off-site in person or with Telehealth</u>) A clinical analysis of the history and current status of the consumer's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures.
- Case Management (On-Site and by phone) Activities provided by program staff to access and monitor medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible consumers.
- Crisis Intervention (<u>On or Off-site in person or by Telephone</u>) A rapid emergency response service enabling the consumer to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the consumer's need for immediate service intervention.
- Medication Support Services (<u>On or Off-site with Telehealth</u>) Prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness provided in clinical setting.
- Therapy (<u>On or Off-site in person or with Telehealth</u>) May be delivered individually or in a group setting and can include family therapy (when the consumer is present). Therapeutic interventions are consistent with the consumer's goals/desired results and may focus on symptom reduction as a means to improve functional impairments.
- Rehabilitation (On-site or Offsite groups)A service activity that may include any or all of the following:
  - Assistance in restoring or maintaining a consumer's or group of consumer's functional skills, daily living skills, social skills, grooming, personal hygiene skills, meal preparation skills, medication compliance, and support resources.
  - Counseling of the consumer and/or family.
  - Training in leisure activities needed to achieve the consumer's goals/desired results/personal milestones.

# Substance Use Disorder and Recovery Services (S.U.D.R.S.)

S.U.D.R.S. provides a full range of substance use disorder treatment services for San Bernardino County communities and residents. Services are available to all County residents regardless of race, religion, gender, sexual orientation, or disability including chronic illness or H.I.V. Substance Use Disorder and Recovery Services are offered onsite, or offsite and include:

- *Residential Services* (Off-Site) Substance Use Disorder services provided in a homelike setting, offering treatment services such as, group counseling, individual counseling, and alcohol and drug education.
- *Intensive Outpatient Treatment* (Off or On Site) Designed to achieve progressive changes in an individual's thinking and substance misusing behavior in order to prevent relapse. Treatment is from 6 to 9 months for a minimum of 9 hours with a maximum of 19 hours a week, for a minimum of 3 hours per day, 3 days per week. Individuals participate with providers in the treatment plan process, participate in individual and group counselling services, receive education on the effects of substance use and equip participants with tools to promote a healthy lifestyle.
- *Outpatient Services* (Off or On-site) Designed to achieve progressive changes in an individual's thinking and substance misusing behavior in order to prevent relapse.

Treatment is from 4 to 6 months. During treatment individuals participate with providers in the treatment plan process, participate in individual and group counseling services, receive education on the effects of substance use and equip participants with tools to promote a healthy lifestyle.

- *Withdrawal Management (Detox)* (Off and On-Site) Withdrawal management services stabilize withdrawal symptoms so individuals can begin the recovery process. Both non-medial and medication assisted services are available. Individualized short-term treatment plans, individual counseling sessions, access to community 12-step panels, discharge planning and additional referrals are offered.
- *Medication Assisted Treatment Services* (Off and On-Site) Use of prescription medications, in combination with counseling and behavioral therapist, to provide a whole-person approach to the treatment of specific substance use disorders.
- *Community-Based Recovery Center/Aftercare* (Offsite) Recovery centers provide support in the recovery efforts of individuals by providing a drug and alcohol free sober living social environment and other recovery resources. Treatment and other clinical services are not provided through the Recovery Centers. Classes are also offered through the Recovery Centers, such as smoking cessation, anger management, parenting and more.

## **On-Site Services - Case Management:**

- Completing a comprehensive health risk assessment to identify and prioritize physical, mental health, substance use, palliative, and social service needs
- Developing an Individual Services and Support Plan (I.S.S.P.) that integrates community social supports, long term support services, mental health, substance use disorder services, palliative care, and housing services.
- Supporting Tenant's in their interactions with other service providers
- Coordinating and collaborating with all providers to promote continuity and consistency of care
- Clarifying roles and responsibilities of the multi-disciplinary team, providers, and Tenant and family/support persons for better outcomes.
- Assisting with Tenant's activities of daily living and linking them to other providers to improve their independent living skills
- Assisting in obtaining requested reasonable accommodations

## **Peer Support:**

## DBH Clubhouse Program (Off-Site service)

DBH operates nine peer-directed Clubhouses in nine locations throughout the County. Clubhouses are Peer Support Centers for people with lived mental health experience ages 18 and over. Peers are responsible for the overall direction and operations of the clubhouse with minimal staff oversight. Tenants run various workgroups such as clerical, nutrition/cooking classes and maintenance units. The Clubhouses also have numerous support groups and social activities that involve peers helping peers in their recovery. The main objectives of the Clubhouse Program include assisting Tenant in making their own choices, reintegrating into the community as a contributing member, and achieving a satisfying and fulfilling life. The Clubhouse location is listed below:

TEAM House 201 W. Mill Street San Bernardino, CA 92408

#### DBH Family Resource Centers (Off-Site)

The Family Resource Centers offer various programs that are tailored to be culturally and linguistically competent and meet the identified needs of the communities they serve. This Program serves all ages and includes the following: personal development activities, parent/caregiver support and education; behavioral health education workshops, after school programs for children/youth/transitional age youth, health education workshops, adult skill-based education (e.g. education and employment assistance), community counseling, and individual counseling. The Family Resource center is located at:

Valley Star Behavioral Health, Inc. 1585 W. D Street, Suite 101 San Bernardino, CA 92408

#### **Benefits Advocacy:**

DBH will provide assistance with accessing and linking tenants to Medi-Cal enrollment, and enrollment in other benefits the Tenant may be eligible for.

Supportive Services staff will work with the San Bernardino County Transitional Assistance Department benefits eligibility workers to assist in accessing Medi-Cal. Once accessed, the case manager will assist the Tenant in accessing services.

DBH case managers will use the SOAR model to assist tenants in accessing SSI/SSDI. Tenants will be linked to qualified professionals that are able to complete the S.S.I. application. Additional assistance with be offered for any follow up or reporting requirements. For those tenants that receive a denial for their application, they will be linked to an S.S.I. advocate that will assist the Tenant through the appeal process.

#### **Housing Retention**:

Supportive Services that focus on housing and tenancy supports include:

- Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations;
- Education and training on the roles, rights and responsibilities of the Tenant and landlord;
- Coaching on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy;
- Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action;
- Advocacy and linkage with community resources to prevent eviction when housing is, or may potentially become, jeopardized;
- Assistance with the housing recertification process;

- Coordinating with the Tenant on a regular basis to reflect current needs and address existing or recurring housing retention barriers; and
- Continuing training in being a good tenant and lease compliance, including ongoing support with activities related to household management.
- Assisting with residents' daily living activities and linking them to other supportive services and physical health care services in order to continue to improve their independent living skills
- Working to promote lease compliance and successful tenancy
- Offering assistance to tenants in requesting and obtaining a reasonable accommodation during the tenancy
- Working with eligible households in imminent danger of being evicted to avoid finalization of the eviction process through voluntary departure

**Social/Recreational Activities**: DBH will encourage tenants to include recreational and social activities within their Individual Service and Supports Plan (I.S.S.P.). Examples include:

- Identifying the client's community and social support needs
- Providing tenants with information on local recreational and social activities, e.g., senior centers, park and recreation classes.
- Assisting tenants in developing and coordinating onsite recreation and social opportunities
- Provide occasional outings and other recreation pursuits
- Assisting the tenants with transportation needs when necessary
- Linkages to education opportunities both online and offsite
- Identifying resources and eligibility criteria for school and education
- Identifying tutoring resources
- Assisting tenants with transportation needs when necessary

## **Housing Stability**

Housing stability is an essential component to permanently housing formerly homeless tenants. DBH housing navigators will work with the Coordinated Entry System and the Housing Authority to identify referrals for vacant units. DBH will provide the housing navigation supports to move the potential Tenant through all processes needed to qualify them for housing. This includes:

- Locating and assessing those referred to the housing project
- Helping potential tenants to acquire paperwork and documents needed for housing
- Submitting completed applications to Housing Authority
- Arranging for and accompany the potential tenants through the housing process up through the Housing Authority Voucher Briefing process

Supportive Services staff will become responsible for any additional housing navigation activities once the client completes the voucher briefing with the Housing Authority. These tasks include:

- Assisting tenants with move-in
- Acquiring basic necessities
- Arranging for utility deposits

- Advocating with property management and other service providers
- Ongoing communication with Housing Authority
- Planning for and addressing any barriers to housing stability.

Communication among supportive service staff, property managers, and tenants will happen at the monthly team meetings and as often as needed. The team is responsible for coordinating and collaborating with all involved parties to promote continuity and consistency of care; and developing plans and interventions that are suited to the individual Tenant's situation. DBH will provide reasonable accommodation letters as needed.

DBH and property management will meet monthly to review all tenants and determine barriers and solutions for all issues that threaten housing stability. In addition, property management will alert DBH via written communication of any imminent issues or things that may lead toward tenant eviction.

#### **Tenant Outreach and Engagement and Strategies**

Tenant outreach, engagement and retention strategies will all take place onsite. Supportive Services staff will work on engaging with tenants at the earliest stage of the housing process. Housing navigation staff will alert Supportive Services staff once they have determined eligibility. This time before the Tenant is housed is one of the best times to provide outreach and begin engagement. The time of developing rapport may open doors in the future to engage in services and activities onsite.

Tenant Outreach activities include:

- Door knocking
- Leafletting
- Peer contacts
- Recreational/social mixers
- Town Hall meetings

Tenant Engagement activities include:

- Peer developed social and educational programs
- Onsite activities facilitated by peers, property management and supportive services staff
- Holiday celebrations
- Field trips
- Cooking classes

Tenant Retention strategies include:

- Providing early intervention for behaviors that may jeopardize housing;
- Education and training on roles, rights, and responsibilities of tenants and landlords;
- Coaching on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy;
- Assistance in resolving disputes with landlords and/or neighbors;
- Advocacy and linkage with community resources to prevent eviction;

Coaching on being a good tenant and lease compliance, including ongoing support with activities related to household management.

#### **Availability of Services**

Supportive Services will have provider-to-tenant ratio of 1:20 and provide Monday-Friday from 9 am to 5 pm. Crisis and urgent services are offered by DBH 24 hours a day, seven (7) days a week.

#### In Conclusion.

The County of San Bernardino will follow the California Housing First policy, to provide flexible services that facilitate Permanent housing access and housing stability as quickly as possible for individuals experiencing Homelessness. The County of San Bernardino service delivery model is consistent with the core components of "Housing First," as defined in the Welfare and Institutions Code Section 8255(b). Housing is offered without preconditions and barriers to entry, such as sobriety, treatment, or service participation requirements. Supportive services will be offered to maximize housing stability and prevent returns to Homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry. Supportive services are provided by DBH through direct County services or by a contracted provider. The level of service provided on and offsite will depend upon the Tenant's level of functioning, needs, and choices. Housing First is a homelessness, thus ending their Homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues.

### PARTICIPATION SELECTION PLAN: PACIFIC VILLAGE

### BACKGROUND

The County envisions utilizing in-kind funding sources to provide supportive services to the residents of Pacific Village. Quality Management Group will be the property management agent for this project to provide the necessary operational oversite and management of a housing campus designed to accommodate a minimum of 28 adults and families initially. The campus will be an eclectic combination of housing options, creating a village of individuals residing in a supportive community environment. Pacific Village will provide residents with on-site connections to sustained income sources, health care services, and skills groups and activities to foster community engagement, personal growth, and individual wellness. Pacific Village will provide a healthy, safe, and stable environment to meet the residents' economic, physical, and psychological needs.

#### **SELECTION CRITERIA**

Prospective tenants will be comprised of San Bernardino County residents that have been impacted by COVID-19 who are homeless or at-risk of homelessness and have an income less than 30% of the Area Median Income (AMI). Guests of Project Roomkey, homeless seniors and those with chronic health conditions, will be included in the initial pool of prospective tenants. All tenants will be prioritized and selected through the Coordinated Entry System (CES).

The lead supportive service provider, DBH, will be responsible for coordinating and assisting prospective tenants in completing all applications and paperwork necessary to determine eligibility. This includes the application for tenancy and verification of homelessness.

Property management, Quality Management Group, will conduct criminal background checks and income verification.

All future vacancies will be reported by Quality Management Group to DBH, who will obtain referrals from CES.

#### **RENTING/OCCUPANCY**

Quality Management Group will accept and process all applications. Applicants may be accompanied to the interview by their case manager. Applicants will receive written notification from the provider referring them for a consultation to determine housing eligibility. The interview process will obtain family income and composition information to certify eligibility and compute the tenant's rent and deposits. When an appropriate unit becomes available, management must conduct an orientation eligibility interview with the Applicant.

- When a unit becomes available, Manger will notify San Bernardino County within 48 hours and provide a date the unit will be ready to occupy.
- Any applicant who appears to qualify after a cursory review of the application by the Property Manager-QMG, but before any information is formally verified and for

whom a unit is not currently available, will be placed on the Waiting List. The Applicant is then informed about approximately how long the wait for a unit may be, including information about "Preference." Applicants on the Waiting List will be required to update the information on their application at least annually. All updates will be required to be made in writing.

- When a unit becomes available, in-place residents requiring a different unit (handicapped, non-handicapped) will be housed appropriately before moving in a tenant from the Waiting List. This allows management to treat current residents having the greatest housing need before applicants on the Waiting List. In this manner, we can avoid displacing, through eviction or other actions, current residents whose housing needs have changed since admission.
- All adults in each applicant family must sign an Authorization for Release of Information before receiving assistance and annually after that.
- The unit for which the family is applying must be the family's only residence.
- All information reported by the family is subject to verification.
- For accessible units, persons with a need for the unit will be interviewed for the type unit they self-declare a need for.

At the orientation interview, management must:

- Confirm and update all information provided and obtain all required information to determine eligibility and process an application. This includes information on income, homeless status, and family size. If the Applicant is determined ineligible, the managing agent must comply with proper procedures for rejection.
- Explain program requirements, verification procedures, and penalties for false information. The penalties include eviction, loss of assistance, fines up to \$10,000.00, and imprisonment up to five years.
- Obtain income information needed to determine eligibility and compute the tenant's share of the rent.
- Review the certification of homelessness to determine the homeless status of the Applicant.
- Review, confirm, and update all information necessary for the application.
- Have the head of household sign the release of information consent portion of any verification request used for them.

# **APPLICANT REJECTION**

Applicants will be rejected if they do not meet the eligibility requirements stated above. An applicant may be rejected for any of the reasons listed below.

a. The Applicant does not meet the income eligibility requirements for the apartment community; or

- b. The Applicant's homeless status does not have a certification from a homeless services provider; or
- c. The applicant family size is not appropriate for the size of available units; or
- d. The Applicant fails to respond to a written notice for an eligibility interview; or
- e. The Applicant is offered and rejects two apartments in the apartment community.

# NOTIFICATION

Applicants will be notified of the result of their application for a housing unit according to their preferred mode of communication on the Rental Application Form (RAF). This written notice of acceptance will be delivered to the Applicant through the preferred method of communication noted on the RAF. Applicants without a mailing address will have the written notice of acceptance hand-delivered by the case manager or other social service professional.

# **APPEAL PROCESS**

- a. Rejected Applicant has the right to appeal the decision by following the San Bernardino County Appeal process.
- b. The Applicant will be notified in their specified preferential mode of communication that they have the right to respond to the owner in writing or request a meeting within ten days to dispute the rejection.
- c. Any meeting with the Applicant to discuss the Applicant's rejection will be conducted by a member of the management's staff who was not involved in the initial decision to reject the Applicant.
- d. Management must give the Applicant a written final decision within five business days of the response or meeting.
- e. Management will keep the following materials on file: application, initial rejection notice; any applicant reply; final management response; and all interviews and verified information on which management based the rejection.

## **TARGETED POPULATION**

- Adults over the age of 18, Couples and Families with dependent children.
- Persons of any age who have an underlying health condition such as:
  - Heart disease
  - Chronic lung disease or moderate to severe asthma
  - Immunocompromised
  - Underlying medical conditions that are not well controlled: diabetes, renal failure, or liver disease

- Person(s) experiencing homelessness or who are at risk of homelessness as described as members of the target population identified in Health and Safety Code section 50675.1.1(a) are individuals and families who are experiencing homelessness or who are at risk of homelessness defined in Section 578.3 of Title 24 of the Code of Federal Regulation and Person(s) impacted by or at risk of COVID-19
- Households below 30 percent of Area Median Income (AMI)
- Must be a resident of the County of San Bernardino.

## **HOMELESS DEFINITION**

Applicants must be homeless, defined as follows:

- (1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, County, and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or placed not meant for human habitation immediately before entering that institution
- (2) Individual or family who will imminently lose their primary nighttime residence provided that: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified, and (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing

If necessary, this status (as well as residency status) is verified through homeless social service providers providing certification of homeless status. Homeless social service providers include:

- a. A governmental or nonprofit agency receiving federal, State, County, or municipal funding to provide services to a homeless person or otherwise sanctioned to provide those services by a local homeless continuum of care organization.
- b. An attorney licensed to practice law in the State.
- c. A local educational agency liaison for homeless children and youth designated as such pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code, or a school social worker.
- d. A human services provider or public social services provider funded by the State of California to provide homeless children or youth services, health services, mental or behavioral health services, substance use disorder services, or public assistance or employment services.
- e. A law enforcement officer designated as a liaison to the homeless population by a local police department or sheriff's department with the State.

Applicants must not exceed program income limits based on family size, which are published annually. Income limits are 30% of AMI.

## VACANCY POLICY & ELIGIBILITY REQUIREMENTS

The objective is to maintain a sustained occupancy of 100% in quality housing code compliant, clean, and safe. Vacancies will be filled through the COORDINATED ENTRY SYSTEM (CES). A waiting list for intra-building transfers will also be developed and maintained to accommodate those who become in need of ADA units.

### WAITING LIST

There will be no waiting list for the property other than the internal ADA transfer of the unit. All referrals to vacancies will come through the CES.

There will be an accessible unit transfer waiting list for the property for residents currently residing at the property.

Review the accessible unit transfer list to see if an eligible person in the existing development has requested an accessible unit.

## HOW FAIR HOUSING REQUIREMENTS WILL BE MET

The property manager will not discriminate on the grounds of race, color, national origin, age, disability, sex, gender identity, religion, marital status, familial status, sexual orientation, source of income, or any other arbitrary reasons.

The County, as part of the requirements of the Fair Employment and Housing Act (2 CCR Section 12005 et seq.), is required to establish fair and equitable guidelines for selecting applicants to occupy the housing units as part of its and/or its partners' development project(s). All applicants will be provided a certification packet detailing eligibility criteria prior to being offered a unit. The criterion will be made available to all applicants online or at any property as part of Home key.

The Non-Discrimination Notice will be displayed in the property management office and duly communicated for Pacific Village residents. The Handicapped Accessible symbol will also appear on all materials. TTY service is available for the deaf, and the manager will be advised how to work with the operator. Vision impaired tenants will be given the opportunity to have all paperwork read to them and may record that meeting.

## EXHIBIT C-1

### OWNER RESPONSIBILITIES

Throughout the term the Owner agrees to perform the following obligations:

- <u>Designated Contact</u>. The Owner shall designate and provide contact information to Agent for the primary contact to administer this agreement on behalf of the Owner and to serve as the representative to communicate directly with the Agent. All reports, communications, and notices as required herein shall be deemed delivered to Owner when delivered as set forth hereinafter to Owner's Representative at the address provided under Section 9.8 of the Management Agreement.
- Funding:
  - <u>Annual Appropriations</u>. The Owner shall be solely responsible for timely requesting funding and approvals from the Board of Supervisors to meet its obligations under this Management Agreement. It being understood that the Board of Supervisors retains discretion over all funding decisions and nothing herein shall be interpreted in any way to limit said discretion.
  - <u>Annual Budget</u>. The Owner shall prepare Annual Operating Budget for the Property will in consultation with the Agent on or about three months prior to the beginning of each fiscal year.
  - <u>Deposits</u>. The Owner shall be solely responsible for making the deposits required under the Management Agreement.
- Operations.
  - Owner shall be responsible for performing any obligations under the mutually agreed upon Operating Policies.
  - Owner shall provide any concerns or suggestions from the Owner directly to the Director of Operations and then information will be communicated to the on-site manager.
  - Provide Agent with copies of all documents and records affecting the Property's management, including, (but not limited to), all regulatory agreements or affordable housing agreements in place, operating and management documents including Program Participant Agreements and amendments ("O & M Documents"), correspondence, program participation contribution payment records and mortgage loan information and payment instructions, insurance policies, service contracts, disclosures, construction plans, blueprints, drawings, surveys, documents pertaining to current litigation for the community including unlawful

detainers, and any additional related materials. Owner will notify Agent if Owner becomes aware of any change in the documentation, records or disclosures.

- Notify Agent of any Property mortgage or tax payment that becomes more than 30 days late, and to notify Agent before marketing or listing the Property for sale
- <u>Referrals and Services</u>.
  - Owner shall have the sole responsibility of implementing the initial program participant eligibility screening and shall use the Coordinated Entry System or an alternative referral process to make referrals to the Agent. Owner will comply with all applicable standards in making the initial determination, including but not limited to Homekey Regulatory Agreement, etc.
  - Maintain releases of information for each program participant in the program to ensure open communication between the Owner and Agent.
  - Provide County and/or contracted vendor staff to deliver voluntary intensive case management and supportive services to Pacific Village program participants that are experiencing an identified situation or crisis that jeopardizes the stability of their residential housing. The Owner will maximize the presence of County or contracted vendor staff as is possible. County or contracted vendor staff will provide 24-hour support to program participants.
  - Provide case management and supportive services to assist in identifying and removing barriers to program participants successfully becoming employed, housed, or educated to the level needed to achieve self-sufficiency. The length of case management and supportive services depends on individual or family needs. As part of their Individual Support Services Plan (ISSP), program participants will obtain services from appropriate County programs and/or through referrals to community and/or private programs. Services may include: clinical assessments, crisis intervention, case management services, medication support services, individual and group therapy, and rehabilitation services.
  - Develop an ISSP for all program participants receiving services.
  - Ensure case management of all participants is maintained with all required forms and documentation. Maintain a quality assurance process to ensure timely and appropriate case management and supportive services.
  - The Owner shall maintain individual records for program participants.
  - Obtain a Health Insurance Portability and Accountability Act (HIPAA) compliant release of information for each referred program participant prior to any discussions with Agent on program participant's progress in the ISSP.

• Provide or arrange transportation on a case-by-case basis for program participants to attend appointments and utilize resources as outlined in the program participant's ISSP.

## EXHIBIT C-2

### AGENT RESPONSIBILITIES RESIDENTIAL SITE

Throughout the term the Agent agrees to perform the following related only to the Residential Site:

- <u>Designated Contact</u>. The Agent shall designate and provide contact information to Owner for the primary contact to administer this agreement on behalf of the Agent (the "Director of Operations") and to serve as the representative to communicate directly with the Owner. All reports, communications, and notices as required herein shall be deemed delivered to Agent when delivered as set forth hereinafter to Director of Operations at the address provided under Section 9.8 of the Management Agreement.
- <u>Operating Policies</u>. The Agent shall implement the approved general operating policies for the Residential Site. It shall be the responsibility of the Agent, based upon previous experience and knowledge, to recommend and advise the Owner regarding such policies consistent with the Program Participant Agreement.
- Funding/Accounting
  - Agent shall keep all books and accounts and perform all accounting procedures in strict conformance with Generally Approved Accounting Principles (GAAP).
  - Agent will review Regulatory Agreements to determine requirements set forth by the Owner, Lender(s) and any governing agency for all operating and reserve accounts, audits, fees, distributions and reporting, as well as any other requirements.
  - Agent shall set up and maintain bank accounts as needed and required by Owner, Lender and any Regulatory Agreements. Agent shall generate and securely maintain deposit slips and other transaction documents for the mandated retention periods, until destroyed.
  - On-site staff maintain shall maintain accurate and current physical program participant files and set up and maintain correlating records for each program participant in a database.
  - Manage accounts payables and receivables, with onsite staff or corporate accounting staff tracking transaction in a management software program, using a batch system. Agent may establish internal procedures and guidelines to ensure payables are consistent with the Annual Operating Budget.

- Collect program participation contributions and other program income either onsite and at the Agent's corporate office. Cash will not be accepted unless mandated by law as specified in a Pay or Quit Notice.
- Collect business license, W-9 and Proofs of Insurance to ensure requirements set by Owner and Agent are adhered to before being hired to perform any activities at the Residential Site.
- Generate and maintain all financial and accounting reports requested by Owner, or required by a Lender or under a Regulatory Agreement, including but not limited to: (a) balance sheet; (b) income statements; (c) trial balances, (d) general ledger; (e) program participation contribution roll, if applicable; (f) reconciled bank statements; (g) budget variance reports; (h) any other reports reasonably requested by Owner. Agent shall deliver electronic financial reports for the preceding month on or before of the 20th day of each month of the Term.
- Agent will fully cooperate with the Owners' independent Certified Public Accounting firm for the auditing of all financial records, as desired by owner, required by Lender or specified in any regulatory or partnership agreements governing the property.
- Operations
  - Director of Operations to give direct instructions to the Property staff exclusively through Agent.
  - Agent will hire and train all personnel necessary to perform obligations under this Agreement, including (a) Community Agent; (b) Assistant Community Agent; (3) Maintenance Supervisor and Technician. Agent will recommend to the Owner staffing requirements on the Property.
  - Agent will also supervise independent contractors and other service providers, and verify that insurance is in force on all outside service providers.
  - The Equal Housing Opportunity and Accessibility logos will be displayed in the Rental Office of the Property. A fair housing poster will be displayed in the Rental Office, or wherever prospective program participant interviews take place.
  - Agent shall maintain the Residential Site in a habitable condition as required by Civil Code §§1941 and 1941.1 and Health and Safety Code §§17920.3 and 17920.10 and other applicable laws. In the instance of any emergency involving danger to persons or property which require immediate repairs or which require immediate payments to avoid disconnection of services to the Residential Site, the Agent shall take action as is necessary to temporarily correct the events and will advise the Owner as soon as possible, but no more than 48 hours after the event.

- The staff will maintain the Residential Site in good, clean condition and encourage the program participants to lend a helping hand in this endeavor, performing all interior and exterior maintenance. There will be a strong emphasis on preventive maintenance, which shall be performed on a regular basis and in accordance with a Preventive Maintenance Plan, which may include implementation of parking restrictions and adherence to Multi-Family Crime Free principles.
- Agent's maintenance staff will receive work orders and complete them with a record of work done in a reasonable and timely manner. In case of an emergency, there will be an immediate response. If the maintenance request is a result of negligent behavior, the Agent shall refer such incidents to the Owner and may at the request of the Owner charge the program participant a fee for the direct cost of repairing the item.
- <u>Reporting of Injuries or Incidents</u>. Agent will report to the Owner the occurrence of any serious injury or incident ("Incident") promptly (but in any case not later than seventy-two (72) hours after becoming aware of such Incident). The report shall: (a) assess and describe the nature and scope of the event; (b) identify the individuals involved, if any; (c) list the steps taken, or to be taken, to contain, control and stop the Incident.
- <u>Security</u>. Agent will promote a pleasant, and healthy living environment for both the program participants of the Residential Site as well as the neighbors in the surrounding areas, strict enforcement of the rules will be maintained at all times and no trespassers will be tolerated either on the Residential Site, the Vacant Site.
- <u>Inspections</u>. Periodic inspections will be made of each apartment to ascertain the condition of each unit. These inspections will occur at least annually and may occur as often as quarterly
- <u>Notification of Pending Vacancies</u>. As soon as practicable, Agent shall notify Owner of potential vacancies.
- <u>Disclosures</u>. Agent shall make disclosures relating to changes to the environmental condition of the Residential Site discovered or created by the Agent.
- Processing of Program Participation Referrals.
  - Agent shall process potential program participants referred to Agent by Owner in compliance. Agent shall conduct criminal background reviews and conduct income verification.
  - <u>Manage Placement</u>. Agent shall be solely responsible for the management and placement of the program participants in available units. In placing program participants, Agent shall provide move-in packages, conduct move-in orientations and inspections, give program participants the opportunity to read and review the Program Participant Agreement and the House rules. Each program participant

will be required to sign the Program Participant Agreement as well as the House Rules.

- <u>Waitlist</u>. As applicable, Agent shall maintain a waitlist of potential program participants.
- <u>Affirmative Fair Housing Marketing Plan</u>. When there are an insufficient number of program participants available through the Coordinated Entry System and when approved by the Owner, the Property will be marketed in accordance with the approved Affirmative Fair Housing Marketing Plan.
- Items specifically excluded:

There may be instances where the Agent may become involved in situations that go beyond those that would be deemed to be normal and routine. In these instances, the normal Monthly Management Fee may not be adequate to compensate the Agent for the additional time and effort that is involved in dealing with these situations. Fees charged for items outside of the scope would be charged pursuant to the terms of Section 7.2 of the Agreement.

The following situations would involve additional compensation to the Agent and prior approval by Owner before being undertaken by Agent on behalf of Owner:

- Major repairs, replacement, and/or rehabilitation to building systems. This would include (but not be strictly limited to) roofing repairs and replacement, major electrical upgrades or repairs, major plumbing upgrades and repairs, or the repair, replacement, or upgrade of other major building systems, to the extent not included as part of the Annual Budget)
- Unit turnover tasks that go beyond the definition of "normal and routine" with Agent document projected costs and providing Owner an estimate prior to conducting.
- Landscape, irrigation, and parking area upgrades and restoration.
- Additions and or major repairs to exterior lighting systems.
- Fire restoration or major building modernization work.
- Obtaining income tax advice.
- Presenting petitions to planning and zoning authorities.
- Advising on new construction.
- Accounting audits and/or custom reporting.
- Lender or other third-party inspections.
- Assisting with the refinancing of the property, or other real estate transactions.
- Assistance with the protest of property taxes and assessed valuation issues.
- Other work or assistance that would fall outside of "normal and routine".

# EXHIBIT C-3

### AGENT RESPONSIBILITIES VACANT SITE

Throughout the term the Agent agrees to perform the following related only to the Residential Site:

- The Owner and Agent shall work together to establish general maintenance standards for the Vacant Site.
- In the instance of any emergency involving danger to persons or property which require immediate repairs or which require immediate payments to avoid disconnection of services to the Residential Site, the Agent shall take action as is necessary to temporarily correct the events and will advise the Owner as soon as possible, but no more than 48 hours after the event.
- General graffiti removal on all portions of the Vacant Site.
- Quarterly maintenance of Vacant Site, including the Large Vacant Lot, the Small Vacant Lot, and the Exterior/Interior of the Kitchen and former Church building. All areas used by the Owner
- Monthly pest control on entire Vacant Site.
- Annual roof and exterior structural and mechanical inspection
- The Agent shall perform the following specific duties, annually:
  - o Large Vacant Lot

Clean Up to include tree removal and leveling of field - \$5,000

o Small Vacant Lot

Clean Up to include trimming of trees at fence line - \$3,000

If Agent is requested to supervise any improvement project related to material renovations to the Property (i.e., improvements to the Property that do not relate to or arise from ordinary or customary maintenance, repairs or replacements) (collectively, the "Improvement Project") following the issuance of the last certificate of occupancy for the Property, then Owner shall also pay to Agent a construction supervision fee (the "Construction Management Fee") in an amount equal to Six Percent (6.00%) of the total hard and soft costs incurred in connection with any such Improvement Project, provided the aggregate cost of any such Improvement Project exceeds Ten Thousand Dollars (\$10,000.) Notwithstanding the foregoing, Agent is only eligible to receive the

Construction Management Fee for improvement projects that are approved by Owner in writing prior to the commencement of such Improvement Project.