

COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH (DBH)  
MHSA HOUSING PROGRAM  
MEMORANDUM OF UNDERSTANDING (MOU)  
FOR THE DEVELOPMENT AND IMPLEMENTATION OF SUPPORTIVE SERVICES FOR  
VINTAGE AT KENDALL  
(previously named – Victoria Woods Senior Apartments)

This memorandum of understanding (MOU) is entered into on January 29, 2013 (the "Effective Date"), between the County of San Bernardino Department of Behavioral Health (DBH), San Bernardino 611, L.P., a California non-profit corporation (Owner), USA Multifamily Management, Inc. (Property Manager) and, County of San Bernardino Agewise Supportive Services, a (Service Provider),(jointly and collectively, the "Parties").

RECITALS

- A. In November 2004, California Voters passed Proposition 63, the Mental Health Services Act (Act or MHSA), to provide funding for mental health services. The Act also created the MHSA Housing Program (Program) that allocated funding for the development of permanent supportive housing for eligible individuals with mental illness who are homeless or at risk of homelessness. In March 2008, DBH reassigned the allocation of funds to the California Department of Mental Health (DMH) and the California Housing Finance Agency (CalHFA) to administer the program on DBH's behalf. The MHSA Funds for both supportive services and housing development must be used by DBH in accordance with the Act and California Code of Regulations Title 9, Section 3100, et seq.
- B. Service Provider and DBH have a Service Agreement regarding Service Provider's provision of supportive services to eligible households (Service Agreement). Pursuant to the Service Agreement, DBH provides funds to Service Provider and Service Provider has agreed to deliver the necessary services, including the applicable housing related services, to benefit the appropriate eligible households.
- C. Owner proposes to acquire and rehabilitate an existing apartment development of one-hundred seventy eight units of affordable housing (Development) for households whose income does not exceed sixty percent (60%) of the area median income, of which twenty of the one hundred seventy eight units will be leased to eligible clients of DBH. Income for eligible households occupying MHSA funded units within the Development shall not exceed 30 percent of the area median income.
- D. In connection with the MHSA funded units, and as evidenced by this MOU, the Parties are collaboratively engaging in the Development to offer housing and supportive service to households that include at least one individual experiencing serious mental illness and or serious emotional disturbance and who is also homeless or at risk of homelessness at the time that such household applies for a project unit.
- E. The intent of the Project is to provide high quality, safe, and affordable permanent supportive housing to eligible households.
- F. The Parties agree that a strong level of communication and coordination among the Parties is necessary to ensure the Project's success.

- G. This MOU is intended to memorialize certain rights and obligations of the Parties related to the proposed Vintage at Kendall (previously Victoria Woods Senior Apartments) project to be constructed at 1095 Kendall Drive, San Bernardino, CA 92405 (the Project).

Therefore, the Parties agree as follows:

ARTICLE I  
DEFINITIONS, EXHIBITS

- A. Definitions. As used in this MOU, the following terms shall have the respective meanings assigned to them in this Article I.
1. "Confidential Information" shall mean personal protected health information and tenant information that cannot be disclosed to other parties according to California and federal law without the express written permission of the individual about whom the personal information relates.
  2. "DBH" shall mean County of San Bernardino Department of Behavioral Health.
  3. "Development" shall mean Victoria Woods Senior Housing Project, 1095 Kendall Drive, San Bernardino, California.
  4. "DHCS" shall mean California Department of Health Care Services.
  5. "Eligible" shall mean an individual certified, pursuant to this MOU, as having a serious mental disorder as defined in Welfare and Institutions Code Section 5600.3(b)., eligible tenants shall also meet the criteria set forth in the MHSA tenant referral and certification policies established by DBH, including the requirements of being diagnosed with a serious mental illness and either Homeless or At-risk of Homelessness.
  6. "Eligible Household" shall mean a household where one or more household members are eligible for DBH MHSA funded services.
  7. "Full Service Partner" or "FSP" shall be a service provider contracted by DBH or the applicable direct DBH subsidiary assigned to provide supportive services to project or eligible tenants.
  8. "Homeless or At-risk of Homelessness" shall mean living on the street or lacking a fixed and regular night-time residence. This includes living in a shelter, motel, or other temporary living situation in which the individual has not tenant rights. "At-risk of Homelessness" may be due to one of the following situations: (i) transition age youth exiting the child welfare or juvenile justice systems; (ii) discharge from crisis and transitional residential settings, a hospital including acute psychiatric hospitals, psychiatric health facilities, skilled nursing facilities with a certified special treatment program for the mentally disordered, and mental health rehabilitation centers; (iii) release from city or county jails, but not a parolee from state prison; (iv) temporary placement in a residential care facility upon discharge from (ii) or (iii) above; and (v) certification by the Mental Health Director as an individual who has been assessed by and is receiving services from the County and who had been deemed to be at imminent risk of being homeless.
  9. "MHSA" or "Act" shall have the meaning set forth in Recital A.

10. "MHSA funded units" shall mean a unit in the Development reserved for Eligible Households.
11. "Owner" shall mean San Bernardino 611, L.P..
12. "Party" shall mean DBH, Owner, Property Manager or Service Provider, individually.
13. "Parties" shall mean DBH, Owner, Property Manager and Service Provider, jointly and/or collectively.
14. "Project" has the meaning set forth in Recital G.
15. "Property Manager" shall mean the entity engaged by Owner to manage the Development. For purposes contemplated by this MOU the rights and duties of the Property Manager originate with the Owner and are assigned as necessary at the discretion of the Owner.
16. "Relapse or Symptom Exacerbation" shall mean a recurrence or worsening of symptoms, e.g., sleep disturbances, lost appetite, flashbacks, isolation that may contribute to behaviors that jeopardize an individual's ability to fully abide by the terms of their lease agreement.
17. "Rent" shall include any payments to secure an MHSA funded unit, and may include tenant payments combined with any applicable rental subsidies.
18. "Service Provider" shall mean the DBH-designated Full-Service Partner provider(s) working with eligible households occupying units in the Development. For purposes contemplated by this MOU the rights and duties of the Service Provider originated with DBH and are assigned as necessary at the discretion of DBH.

- B. Exhibits. The following exhibits are attached to this MOU and incorporated into this MOU by this reference:

Exhibit A: Property Management/Tenant Service Coordination Meeting Work Sheet

## ARTICLE II CONFIDENTIALITY

- A. Disclosure of Confidential Information. The Parties agree that the effectiveness of services in supportive housing requires respect of client confidentiality in all interagency communication. Each Party agrees that it will not at any time disclose or permit the disclosure of Confidential Information, except as required in the course of their official duties, without the consent of the eligible household unless such disclosure is authorized or required by law. If disclosure of Confidential Information is not authorized or required by law, a Party shall obtain written permission from the eligible household prior to disclosing any Confidential Information.
- B. Obtaining Written Consent for Disclosure. After admission of an eligible household to the Development, the Parties will obtain permission from eligible household members, receiving supportive services from the Service Providers, to disclose Confidential Information if such disclosure is necessary to protect an eligible household member's housing status or if such disclosure relates to a health and safety issue. Releases of confidentiality will be renewed each year during a Tenant's annual recertification.

- C. Applicability. The provisions of this Article II shall apply to each provision of this MOU and the activities contemplated by this MOU.

### ARTICLE III APPLICATION AND SELECTION PROCESS

- A. Determining MHSA Eligibility. Service Provider shall be responsible for determining if an applicant for an MHSA funded unit is eligible for this program.
- B. Marketing. Service Provider shall assist Owner in Owner's marketing efforts for MHSA funded units in the Development by conducting outreach to potential eligible households and maintaining communication with Service Provider as necessary to assure MHSA funded units are utilized.
- C. Reasonable Accommodation.
1. The Parties understand and agree that those eligible are disabled households who may be entitled to reasonable accommodations in the application and admission process. Owner or Property Manager shall establish and implement a procedure to respond to requests for reasonable accommodation by all applicants. Owner or Property Manager shall make good faith efforts to provide its current reasonable accommodation procedures to Service Provider. Such procedure shall provide for the following:
    - a) Property Manager shall provide a notice to all applicants that disabled applicants may be entitled to a reasonable accommodation in the tenant selection and admission process.
    - b) If the Property Manager intends to deny a requested accommodation because it is not reasonable, Property Manager will make efforts to determine if there is an alternative reasonable accommodation that would effectively address the applicant's disability related needs.
    - c) Owner or Property Manager shall not be obligated to admit an eligible applicant who requires supportive services as a reasonable accommodation in order to meet the terms of the tenancy if such applicant does not have access to supportive services or cannot otherwise obtain such supportive services.
    - d) In the event Owner or Property Manager denies admission to the referred eligible household, Property Manager shall notify Service Provider and, to the extent permitted by Article II, shall provide evidence of the implementation of reasonable accommodation procedures set forth herein.
- D. Applicant Referral Process.
1. Initial Rent-Up. Property Manager will notify Service Provider that Owner is currently leasing units in the Development. Service Provider will identify at least one (1) qualified and eligible household for each MHSA funded unit available for rent. In the event Owner (or Owner's agent, including the Property Manager) denies admission to any household identified pursuant to this subsection (1) or the household identified pursuant to this subsection does not lease or occupy the MHSA Unit for any reason, Owner or Property Manager shall promptly notify Service Provider. To better streamline the rent-up process the Owner or Property

Manager may request in writing (which may be delivered by electronic mail), at the time of the initial rent-up or during the rent-up process, that Service Provider identify several additional eligible households interested in renting an MHSA funded unit. Upon such written request Service Provider shall make diligent efforts to promptly refer additional Eligible households.

2. Ongoing Rent-Up. From and after the initial rent-up of the MHSA funded units, in the event Property Manager learns that an MHSA funded unit is vacant or may become vacant, Property Manager shall notify Service Provider promptly in writing (which may be delivered by electronic mail). Owner or Property Manager may also request that Service Provider identify eligible households interested in renting an MHSA funded unit. Upon written request by Owner or Property Manager to Service Provider, Service Provider shall make diligent efforts to promptly refer one (1) or more candidates for each vacant MHSA funded unit.

E. Tenant Referral and Certification Process. DBH shall institute a tenant referral and certification process for eligible households consistent with guidelines provided in the MHSA Housing Program Application.

1. MHSA Applicant. In the event an applicant who has not been determined to be eligible expresses an interest in an MHSA funded unit, Owner or Property Manager shall refer such applicant to Service Provider for assistance in determining MHSA eligibility.

F. Application Process.

1. Application. Within one hundred twenty (120) days prior to the initial rent up, Property Manager shall provide a copy of its tenant application that will be used in renting up the Development, to DBH and the Service Provider. In the event any modifications are made to such tenant application, Property Manager shall provide copies of such tenant application to DBH and Service Provider at least thirty (30) days prior to use of such application.
2. Tenant Selection Policy. Property Manager's tenant selection criteria, as reviewed by the Parties, shall be used in the initial and ongoing rent up of the Development. Property Manager will provide DBH and Service Provider with a copy of such tenant selection criteria at one hundred twenty (120) days prior to the initial rent up. In the event Property Manager desires to modify the tenant selection criteria, Property Manager shall provide written notification to DBH and Service Provider prior to making such modifications. Property Manager shall promptly provide a copy of any modified tenant selection criteria to DBH and Service Provider.
3. Reasonable Accommodation. Owner agrees that examples of reasonable accommodation during the application process may include but are not limited to:
  - a) Waiving a credit requirement if at the time of commencement of occupancy, the applicant will have access to rental assistance sufficient to pay the MHSA funded unit rent and the applicant has adequate procedures in place, such as a Service Provider or a Representative Payee, to ensure such rental assistance will be paid to Owner on a monthly basis in accordance with Owner's standard form of lease;
  - b) Waiving a criminal history requirement if such criminal history does not result in a current threat to the health and safety of other residents in the

Development, or if the applicant demonstrates that he/she has adequate supports or supportive services that will assist applicant to mitigate any current threat to the health and safety of other residents in the Development, each as reasonably determined by Owner;

- c) Waiving requirements related to past drug use or past or current alcohol abuse if such past drug use or past or current alcohol abuse does not currently affect the applicant's ability to meet the terms of the tenancy, if such past drug use or past or current alcohol abuse does not violate any occupancy requirements of other funding sources, such as HUD 202 Supportive Housing for the Elderly (HUD 202) requirements, and if the applicant demonstrates that he/she has adequate support or supportive services that will assist the applicant to meet the terms of the tenancy, if necessary. Owner will provide a copy of the reasonable accommodation procedure and any amendments to such procedure to DBH and Service Provider at least thirty (30) days prior to implementing such procedure.
- d) Nothing herein shall require the Owner to keep units vacant for a period of longer than thirty (30) days in order to determine if there are reasonable accommodations that can be offered to the applicant to allow the applicant to meet the terms and conditions of tenancy.
- e) At all times, Owner's tenant selection criteria shall comply with fair housing laws and incorporate the reasonable accommodation procedure set forth in Article III Section (C) above.

4. Assistance from Service Provider. Service Provider shall assist applicants in the application process, by, among other activities, providing guidance to applicants in completing and organizing the application for rental housing and gathering the information necessary to document the applicant's income information and access to rental assistance as well as communicating with the Property Manager to discuss the application process, the status of the Property Manager's review, and to address any questions applicant may have regarding the Development. If applicable, Service Provider shall also assist applicants in requesting and obtaining reasonable accommodation in the application and selection process.

G. Move-in Procedures. Property Manager shall establish reasonable move-in procedures and provide copies of such procedures to DBH and Service Provider. In the event Property Manager modifies the move-in procedures, Property Manager shall provide copies of such modified move-in procedures to DBH and Service Provider at least thirty (30) days prior to implementing such procedures.

H. Orientation Procedures. Prior to move-in and after admission, Service Provider and Property Manager shall meet with each eligible household referred pursuant to Article III Section D to orient the Household to the Development. The orientation shall include an explanation of the expectations of tenancy, the availability of supportive services to assist in meeting those expectations, the opportunities for personal and social engagement in the Development which will help support tenant well-being, community resources, maintenance request procedures, house rules and Development common area, and rent collection requirements. At such orientation, the Property Manager and Service Provider will seek to obtain written permission from tenant to allow the Property Manager and Service Provider to communicate about the tenant's housing and health and safety.

ARTICLE IV  
SERVICES

- A. DBH Referrals. If requested by Owner or Property Manager, DBH shall make good faith efforts to refer eligible households pursuant to Article III Section D who have access to supportive services if such services are necessary to assist such eligible household to meet the applicable tenant selection criteria.
- B. Supportive services. DBH staff will ensure that the Service Provider provides rehabilitative Mental Health Services based on client goals for recovery, and that the residents are receiving the necessary services to help them maintain stabilized housing. The level of service provided on and off-site will depend upon the residents' level of functioning, needs, and choices. These services may include, without limitation:
1. On-going assessment and evaluation services, medication support services, mental health services, and case management services.
  2. 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.
  3. Assisting residents in coordinating social and recreational activities, based on the residents' overall level of functioning, needs and choice.
  4. Assisting residents in tenant council meetings.
  5. Providing dispute resolution for the residents.
  6. Assisting the residents with transportation needs when necessary.
  7. Providing consultation with psychiatrists and other mental health professionals, when necessary.
  8. Providing assistance with referrals and linkages with other agencies, as needed.
  9. DBH through its Full Service Partnership (FSP) will provide ongoing contact with the residents throughout the year to assure that the resident's needs and goals are being met.

ARTICLE V  
RENTAL ASSISTANCE

- A. Assistance Amount: Eligible household will generally be responsible for a rental payment that is restricted to 30% of 50% or less of the Area Median Income (as adjusted by household size). For units utilizing MHSA Housing Program Capitalized Operating Subsidy Reserve (COSR), the portion of the tenant rent must be set at 30% of the current SSI/SSP grant amount for a single individual living independently, or 30% of total household income, whichever is higher (up to 30% of 50% of area median income), as outlined in the MHSA Housing Program Term Sheet.

ARTICLE VI  
ONGOING TENANCY

- A. Reasonable Accommodation. The Parties understand and agree that eligible households are disabled households who may be entitled to reasonable accommodations during occupancy. Owner shall establish and implement a procedure to respond to requests for reasonable accommodation by all tenants. Such procedure shall require a provision in each tenant lease that such tenant may be entitled to a reasonable accommodation. The procedure shall provide that if the Property Manager intends to evict an eligible household, that the Property Manager first consider, in consultation with the applicable Service Provider, whether or not a reasonable accommodation is appropriate. In addition, if the Property Manager denies a requested accommodation because it is not reasonable, Property Manager will make efforts to determine if there is an alternative reasonable accommodation that would effectively address the tenant's disability related needs.
- B. Tenancy Documents; Modification to Documents and Development.
1. House Rules. The Owner shall develop Project rules and provide copies of the rules to DBH and Service Provider within one hundred twenty (120) of the date hereof. In the event Owner modifies the Project rules, Owner shall provide copies of such modified Project rules to DBH and Service Provider as soon as reasonably practicable, but in no event less than thirty (30) days prior to the date on which the rules shall become effective.
  2. Leases. The Property Manager shall provide DBH with a copy of the lease at least one hundred twenty days (120) of the date hereof. In the event Property Manager modifies the lease for the MHSA funded units, Property Manager shall provide copies of the modified lease to DBH and Service Provider as soon as reasonably practicable, but in no event less than thirty (30) days prior to the date on which the Owner intends to use the Lease Agreement.
  3. Changes in Development. Property Manager shall promptly notify DBH and Service Provider of any significant changes to the regular operations of the Development, or any potential changes or losses of funding that could impact the continued operations of the Development. Owner shall notify DBH and Service Provider of any physical changes or alterations to the Development when such changes materially affect eligible households.
    - a) Management Policy and Procedures. As part of the application process Property Manager shall provide a summary of the management procedures and policies for the Development to all prospective tenants of the MHSA funded units. Property Manager shall also provide such plan to DBH and the Service Provider. Such policies and procedures shall include but not be limited to: maintenance and repair procedures, eviction procedures, procedures and forms for filing complaints, grievances, and incident reports. Owner shall also provide DBH and Service Provider an overview of the reporting structure within Owner's organization and the Property Manager's organization. In the event Property Manager updates or modifies any of said policies and procedures, Property Manager shall provide copies of such modification and updates to DBH and Service Provider (30) days prior to implementing such updates or modifications.

- b) Security Plan. The Parties agree that being well prepared to handle security threats, emergencies and disasters is important to reduce the risk of harm to tenants and staff. Prior to initial rent up, Owner or Property Manager shall prepare a comprehensive safety and security plan which shall be reasonably acceptable to DBH. Such safety and security plan will include an evacuation plan and information that will enable tenants to actively participate in keeping themselves and their property safe. The safety and security plan shall include mechanisms for collecting and incorporating tenant feedback on such plan. As part of the application process, Property Manager shall provide copies of the safety and security plan to all tenants, and Service Providers. In the event Owner or Property Manager updates its safety and security plan, Property Manager shall promptly provide such updates to all tenants, and Service Provider.

C. Communication Among Parties. The Parties shall use diligent efforts to communicate with each other and to ensure mutual accountability in carrying out each of the separate roles and functions of each Party under this MOU. The Parties agree that coordination and communication throughout a resident's tenancy is the best way to prevent problems from developing and to address them quickly as they occur. The Parties will work to create sufficient opportunities for DBH, Service Provider, Owner and Property Manager to share information and problem-solve, and for all parties to support community building among tenants to generate a strong working relationship within the Development.

1. Staff Directory; Contact with Service Provider. Prior to the execution of this MOU, each Party will prepare a directory of such Party's key staff involved with the Project (collectively, the "Project Directory") and provide such Project Directory to the other Parties. No later than ten (10) days following any change in staff listed in a Party's Project Directory, the Party shall update the Party's Project Directory and provide copies of such update to the other Parties.

D. Event Specific Communication.

1. Property Manager shall contact Service Provider and DBH when an eligible household's health, safety, or housing are at risk or such other times that tenant may have authorized disclosure of information to DBH and/or Service Provider. The intent of such communication will be to promote the health and well-being of individual tenants and to prevent evictions.
2. Property Manager shall promptly copy the appropriate Service Provider and DBH on all warning letters and all notices sent to an eligible household issued by Owner or Property Manager.
3. Property Manager shall notify the appropriate Service Provider and DBH if it has concerns of a potential Relapse or Symptom Exacerbation with a tenant of an eligible household (immediately by phone and within twenty-four (24) hours of event(s) leading to such concern, in writing).
4. Property Manager shall notify the appropriate Service Provider and DBH of arrests, hospitalizations, and other critical incidents that come to Property Manager's attention (immediately by phone and within twenty-four (24) hours of the event(s), in writing).
5. If an eviction is imminent, Property Manager shall communicate with the

appropriate Service Provider and DBH regarding the process of notices, responses and court dates; and if eviction is successful, regarding the lockout date.

6. Property Manager shall make good faith efforts to provide not less than twenty-four (24) hours' notice by phone to the appropriate Service Provider if Owner intends to meet with an eligible household to discuss the Household's housing situation or to process any requests or applications or any lease violations.
  7. Owner will promote collaboration and communication throughout tenancy and especially in the eviction process by attending and facilitating meetings between the Owner, DBH, Property Manager and Service Provider as necessary, investigating questions and complaints about the process, and communicating with Property Manager, Service Provider and DBH about Development policies and procedures.
  8. Owner will attend tenant-specific meetings, as needed, with Property Manager, Service Provider and DBH in effort to assist tenants with maintaining their housing and to work cooperatively with tenants to meet their needs.
- E. Communication. Property Manager and Service Provider shall establish a mutually convenient regular schedule of communication. Such communication shall be held at least one time per month, unless both Parties agree to another schedule. Upon the request of any Party, such communication may include the following:
1. The Parties shall provide an update of anticipated vacancies and move-ins.
  2. The Parties shall discuss issues set forth in the Property Management/Tenant Service Coordination Meetings attached as Exhibit A.
  3. The Parties will discuss the Property Management/Tenant Service Coordination Meeting Work Sheet along with the most recent rent roll (current tenants and unit numbers), any tenant notices served, behavioral issues and concerns, housing quality standards issues, and other service referrals.
- F. Semi-annual Meetings. At least twice each year, the Parties shall meet at a mutually convenient time to discuss the Project. DBH shall coordinate these semi-annual meetings. If agreed to by all of the Parties, the Parties may meet with other owners, and service providers working with eligible households in San Bernardino County. Examples of topics to be covered at the semi-annual meetings include but are not limited to: discussion of safety issues and policy related to the Project; discussion of funding and staffing issues related to the Project; updates to policies and procedures related to coordination related to the Project; review of this MOU between the Parties; services update on eligible households and Service Participation; Owner update on financial status of Project.
- G. Eviction. All parties agree that early, consistent intervention with tenants who are out of compliance with their lease or are exhibiting signs of Relapse or Symptom Exacerbation are key to avoiding escalating problems that lead to disruptions in the Development and evictions. The Parties agree to work together to find resolutions that avoid eviction of eligible tenants whenever possible. The Parties understand that eviction is sometimes necessary for the safety and well-being of the community of residents. The Parties also understand the importance of minimizing tenant turnover and evictions, and minimizing management related costs. All parties agree to work together to secure the safety of the residents and prepare for any repercussions of any eviction.

H. DBHs' Additional Obligations.

1. DBH will oversee the functions of the Service Provider including ensuring that Service Provider is properly trained and equipped to carry out its function and that Service Provider adequately communicates with their clients, supervisors and with Property Manager.
2. DBH will supervise the work of Service Provider, and any contractors or consultants necessary to carry out the Service Provider's obligations under this MOU.
3. DBH will ensure the County's ongoing compliance with all regulatory requirements associated with MHSA financing.
4. DBH will ensure that the eligible households are prudently and appropriately served by an experienced, professional Full Service Partner. If Service Provider cannot adequately service the needs of the eligible households, DBH shall, at its discretion, replace Service Provider with an appropriate alternative.

I. Service Provider's additional Obligations: Service Provider will assist the eligible households referred by Service Provider, and who occupy MHSA funded units, as follows:

1. Service Provider will provide supportive services in accordance with their responsibilities under their County Service Agreement and/or policies as proscribed by the County Department of Behavioral Health.
2. Service Provider shall function as lead service provider for all services, except those resident services specifically offered by the Owner or Property Manager, that are applicable to all the units in the Development. In event of such resident services, Service Provider will collaborate with Property Management staff to ensure coordinated and effective service delivery for the individuals covered under this MOU.
3. Service Provider shall work to promote lease compliance and successful tenancy. In the event Service Provider assists in addressing or resolving a lease violation, Service Provider shall keep Property Manager informed of the Service Provider's efforts.
4. Service Provider shall offer assistance to tenants in requesting and obtaining a reasonable accommodation during the tenancy.
5. Service Provider shall work with eligible households in imminent danger of being evicted to avoid finalization of the eviction process through voluntary departure.
6. Service Provider shall implement procedures to ensure that eligible households receive accurate, appropriate and timely information relating to their tenancy from Property Manager.

J. Owner's Additional Obligations.

1. Owner will instruct Property Manager to respond to complaints and concerns from DBH, Service Provider and eligible Tenants. Owner will instruct Property Manager to answer tenant questions and concerns about fair implementation of Development policies and procedures.
2. Owner will oversee the functions of the Property Manager and the creation and

implementation of the Property Manager's strategy for effective communication and responsiveness to tenants.

3. Owner will ensure that all on site Property Management staff are trained on when to call the emergency service providers, when to communicate with their supervisors and with Service Provider (or tenant's other designated service provider) in the event of an emergency.
4. Owner will complete, submit, and execute all applications, documents, and/or agreements in connection with financing for the purposes of acquiring the underlying real property on which the Project will be constructed and constructing the Project.
5. Owner will prepare budgets and cost estimates relating to the Project.
6. Owner will coordinate the creation of architectural plans for the Project and the selection of engineers, contractors, and consultants.
7. Owner will supervise the work of such engineers, contractors and consultants.
8. Owner will coordinate and administer the design and construction of the entire Project.
9. Owner will ensure ongoing compliance with all regulatory agreements related to Federal, State, County and City financing sources for the applicable compliance periods.
10. Owner will respond, or direct Property Manager to respond to requests by DBH staff to provide aggregate information relating to rental and service records of MHSA funded units for the purpose of reporting outcome data.
11. Owner will ensure the Project is prudently and appropriately managed by an experienced professional property management company.
12. Owner will provide for non-clinical social service programs at the Project for its residents.

## ARTICLE VII MISCELLANEOUS

- A. Term. This MOU shall commence on the Effective Date and continue until the termination of the MHSA regulatory agreement.
- B. Payment Obligations. DBH is not agreeing to make any payments to Owner or Property Manager under this Agreement.
- C. Assignment. The Parties acknowledge that Owner and DBH expect to delegate some of their rights and obligations under this MOU to the Property Manager and Service Provider, respectively. The Parties further acknowledge that Property Manager will have the primary responsibility to manage the Development, and Service Provider will have primary responsibility to directly oversee Services to eligible households. In the event Owner or DBH assign any of their rights and obligations related to the Development or this MOU, the assigning party shall ensure compliance with the terms and provisions of this MOU. Furthermore, the rights and obligations of this MOU shall bind and benefit any successors or assigns of the parties.

- D. Trainings. DBH may provide centralized trainings and resources related to supportive housing and housing eligible households as needed by the Parties.
- E. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this MOU, a Party shall notify the other Parties in writing. Within fifteen (15) days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will agree to meet and confer at least three (3) additional meetings within a forty-five (45) day period for a minimum of one (1) hour at each meeting prior to taking any additional action against any Party.
- F. Nondiscrimination. The Parties agree that there shall be no discrimination by any Party of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of the Development or the Project.
- G. Severability. In the event any provision of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of the remainder of this MOU.
- H. Amendments. This MOU may be amended only in writing and authorized by the designated representatives of Parties. This MOU may be changed from time to time by the Parties in writing, and will be jointly reviewed annually and modified if mutually agreed to by the parties.
- I. Loan Documents. Owner shall comply with the Loan Agreement, Regulatory Agreement and the promissory note and deed of trust related to the Loan Agreement.
- J. Notice. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County of San Bernardino Department of Behavioral Health:  
Address: 268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415  
Attention: CaSonya Thomas, Director

San Bernardino 611, L.P.  
Address: 2440 Professional Drive  
Roseville, CA 95661  
Attention: Geoff Brown, President

Copy to:

Boston Financial Institutional Tax Credits XXXVII, A Limited Partnership  
c/o Boston Financial Investment Management, LP  
101 Arch Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
Attn: Asset Management – Vintage at Kendall Apartments

USA Multifamily Management, Inc.:  
Address: 2440 Professional Drive  
Roseville, CA 95661  
Karen C. McCurdy, President

AgeWise Supportive Services  
Attn: Maria Coronado, Program Manager II  
Address: 850 E. Foothill Blvd  
Rialto, CA 92376

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

- K. Multiple Originals; Counterpart. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart
- L. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.
- M. Non-Liability of County Officials, Employees and Agents. No member, official, employee or agent of DBH shall be personally liable to Owner in the event of any default or breach by DBH.
- N. Amendment and Termination:
  - 1. Except as provided below, prior to the expiration of the Term, this MOU may only be modified or terminated by written instrument executed by all parties hereto. Notwithstanding the foregoing, in the event any party hereto is in default of any of its obligations hereunder, any other party not then in default may send a written notice to the defaulting party setting forth, with specificity, the nature of the default. If the defaulting party has not cured the default within thirty and (30)

days of its receipt of the receipt of the notice of default or, for defaults that cannot reasonably be cured within thirty (30) days, has not commenced to cure the default within thirty (30) day period and diligently pursued completion of the cure, the party which sent the notice may terminate this MOU by sending the written notice to the other parties hereto.

2. The obligations of the Parties under this MOU are contingent upon the continued availability of Federal, State, and/or County funds, and inclusion of sufficient appropriations approved each fiscal year this MOU is in effect or in operation. In the event that such funding is terminated or reduced, any sponsor may terminate this MOU or reduce its obligations accordingly for each fiscal year this MOU is in effect upon thirty (30) days written notice to the other parties.

WHEREAS, this MOU has been entered into by the Parties as of the date first above written

**San Bernardino County:  
Department of Behavioral Health**

By: CaSonya Thomas

Signed: \_\_\_\_\_

Its: Director

**Agewise Supportive Services:**

By: Maria Coronado

Signed: \_\_\_\_\_

Its: Program Manager II

**San Bernardino 611, L.P. a Partnership:**

By: San Bernardino 611, Inc. a California Corporation  
Its: Administrative General Partner

By: Geoffry C. Brown

Signed: \_\_\_\_\_

Its: President

**USA Multifamily Management, Inc.:**

By: Karen C. McCurdy

Signed: \_\_\_\_\_

Its: President

**COUNTY OF SAN BERNARDINO**



\_\_\_\_\_  
Janice Rutherford, Chair, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_

Deputy

Exhibit A  
PROPERTY MANAGEMENT/TENANT SERVICE COORDINATION  
MEETING WORK SHEET

Property/Project: \_\_\_\_\_ Date: \_\_\_\_\_  
Attendees: \_\_\_\_\_

During this meeting you should thoroughly review the status of all MHSA tenants who live in the property. You should bring the worksheet from the previous meeting with you so that you can track changes and conduct follow-up to action steps that were developed. A copy of this form should be retained by Management and Services.

General Issues: (“peer check-in”, staffing issues, major site issues, data needs and reporting)

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New Tenant Move-In (name of tenant, unit #, date of move-in, date of welcoming event)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Tenant Move-out (name of tenant, unit # date of move-out, status of exit interview)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Screening Status (name of applicant, MHSA certification, date of screening, applicant status)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Housing Retention – Rent Payment (name of tenant, unit #, status of notices, status of payment plan, status of subsidy, describe outreach plan, list action steps)

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Housing Retention - Rules Violations/Behavioral Issues (name of tenant, unit #, state violation/behavior issues, program violations, special family issues, status of notices, describe outreach plan, list action steps)

1. 

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2. 

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3. 

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4. 

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5. 

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6. 

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7. 

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8. 

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Life Retention/Health Watch (name of tenant, unit #, explain situation, describe outreach plan, list action steps for intervention/assistance needed from services and Management staff, date and outcome of last wellness check—note this section is for tenants in crisis, hospitalizations, major health issues, and mental health issues)

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal Issues (describe status of any legal issues related to tenancy)

1. \_\_\_\_\_
2. \_\_\_\_\_

Other Issues (building maintenance, community issues, etc)

1. \_\_\_\_\_
2. \_\_\_\_\_

Upcoming Events (meetings, trainings and other functions)

1. \_\_\_\_\_
2. \_\_\_\_\_

Comments (any additional thoughts or comments)

1. \_\_\_\_\_
2. \_\_\_\_\_