



## CITY COUNCIL STAFF REPORT

<b>File No.</b>	<b>C16-032 and CP16-015</b>
<b>Applicant</b>	<b>Allied Housing</b>
<b>Location</b>	<b>2188 The Alameda</b>
<b>Existing Zoning</b>	<b>A(PD) Planned Development</b>
<b>Proposed Zoning</b>	<b>CP Commercial Pedestrian</b>
<b>Council District</b>	<b>6</b>
<b>Historic Resource</b>	<b>No</b>
<b>Annexation Date</b>	<b>December 8, 1925</b>
<b>CEQA</b>	<b>Exempt per CEQA Guidelines 15301(a) for Existing Facilities</b>

**APPLICATION SUMMARY:**

A Conforming Rezoning from the A(PD) Planned Development Zoning District to the CP Commercial Pedestrian Zoning District and a Conditional Use Permit to allow a 27-unit hotel supportive housing in an existing hotel on a 0.90 gross acre site.

**RECOMMENDATION:**

Staff recommends that the City Council approve the Conforming Rezoning and Conditional Use Permit, subject to conditions, based on the findings in the staff report and attached draft resolution.

**PROJECT DATA**

GENERAL PLAN CONSISTENCY	
<b>General Plan Designation</b>	<b>Regional Commercial</b> <input checked="" type="checkbox"/> <b>Consistent</b> <input type="checkbox"/> <b>Inconsistent</b>
<b>Consistent Policies</b>	<b>Housing Goals H-1 and H-2; H-1.2; H2.2; H-3.3</b>
<b>Inconsistent Policies</b>	<b>None</b>

SURROUNDING USES			
	<b>General Plan Land Use</b>	<b>Zoning</b>	<b>Existing Use</b>
<b>North</b>	City of Santa Clara	City of Santa Clara	Offices
<b>South</b>	Neighborhood/ Community Commercial	CO Commercial Office	Offices
<b>East</b>	Residential Neighborhood	R-2 Two Family Residential	Multi-Family residences
<b>West</b>	Neighborhood/Community Commercial	CO Commercial Office and City of Santa Clara	Offices and multi-family residences

<b>RELATED APPROVALS</b>	
<b>Action</b>	
<b>12/8/1925</b>	Site was annexed into the City of San Jose.
<b>4/13/1980</b>	Planned Development Zoning (PDC80-117) to allow a motel expansion.
<b>8/26/1981</b>	Planned Development Permit (PD81-026) to allow a motel expansion.
<b>9/19/1981</b>	Planned Development Permit Amendment (PDA81-026) to allow exterior changes to a motel.

## **PROJECT DESCRIPTION**

On April 21, 2016, the applicant applied for a rezoning from the A(PD) Planned Development Zoning District to the CP Commercial Pedestrian Zoning District and for a Conditional Use Permit to allow a 27-unit hotel supportive housing use in an existing hotel. Currently, the site is occupied by a 56-unit hotel. The hotel supportive housing use would provide 27 units of permanent supportive housing for homeless individuals and the remaining 28 units will continue to operate as hotel units.

### **Background**

The homeless supportive housing component of the existing hotel would be managed by an organization (Abode Services) to assist homeless individuals in obtaining housing and to provide supportive services as needed to ensure long-term stability. The City of San Jose's Housing Department is providing funding for the hotel supportive housing. The hotel supportive housing units would have Project Based Section 8 Housing Authority vouchers associated with them, and vacancies would be filled through referrals from the County of Santa Clara's Coordinated Assessment process under the oversight of the Housing Authority of the County of Santa Clara. Residents will meet the Housing Authority's eligibility process and will also be processed through the property manager's tenant selection screening process.

Abode Services has provided a management plan that addresses good neighbor relations, transportation access, security, maintenance and repair responsibility, case management of residents, and services for residents. Below are the management plan components, and the entirety of the management plan is attached to this staff report:

- **Good Neighbor Relations:** Abode Services and property management staff shall meet with the community quarterly for the first two years of the project's existence and twice a year thereafter, specifically with the Newhall Neighborhood Association and any such local neighborhood groups invested in the project. Abode Services will provide a disturbance coordinator on site with their name, phone number and email posted.
- **Security:** Abode Services will provide 24-hour, seven-days-a-week security and a video security system.
- **Maintenance and Repair:** An emergency maintenance and repair service phone number will be provided.
- **Case Management and Services:** Residents will have access to case management and services through the creation of a service plan which will address crisis support, referral and linkages to external services, benefits acquisition, job counseling and placement,

primary and mental health services, and substance abuse recovery. A service coordinator will be provided to help residents develop an individualized service plan.

### Site Location and Description

The project site is located on the northeasterly corner of Portola Avenue and The Alameda at 2188 The Alameda (Figure 1). Currently, the site is occupied by a two story 56-unit hotel (Figure 2) which was built in 1981 and has continued to operate as a hotel since this date. The site has surface parking with 64 parking spaces. There are offices located to the north and south, multi-family residences to the east, and offices and multi-family residences to the west. The project borders the City of Santa Clara to the north and west.

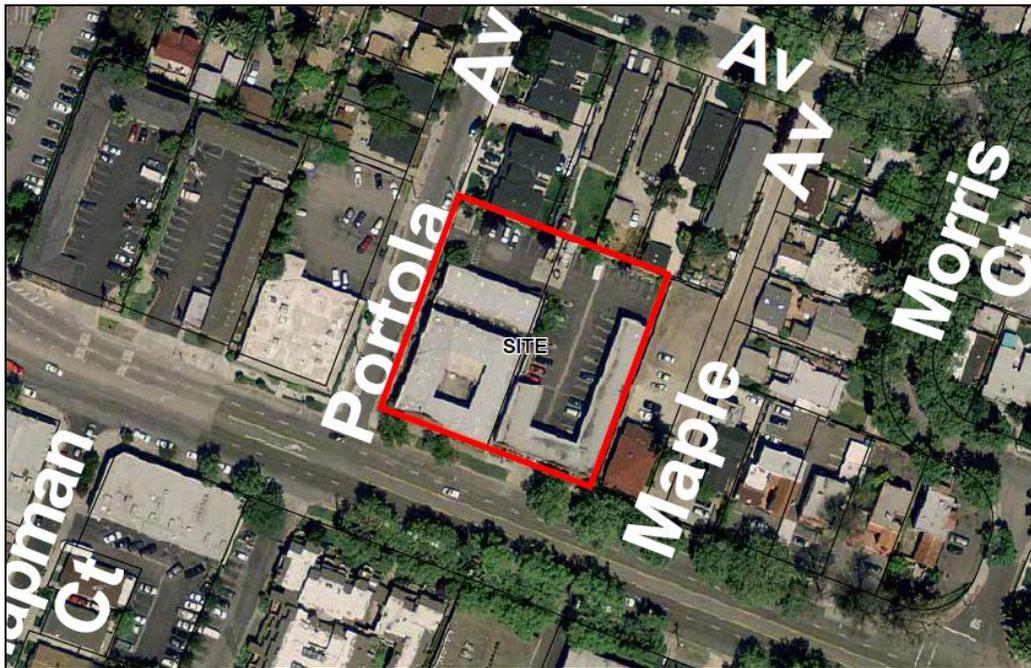


Figure 1: Site Location



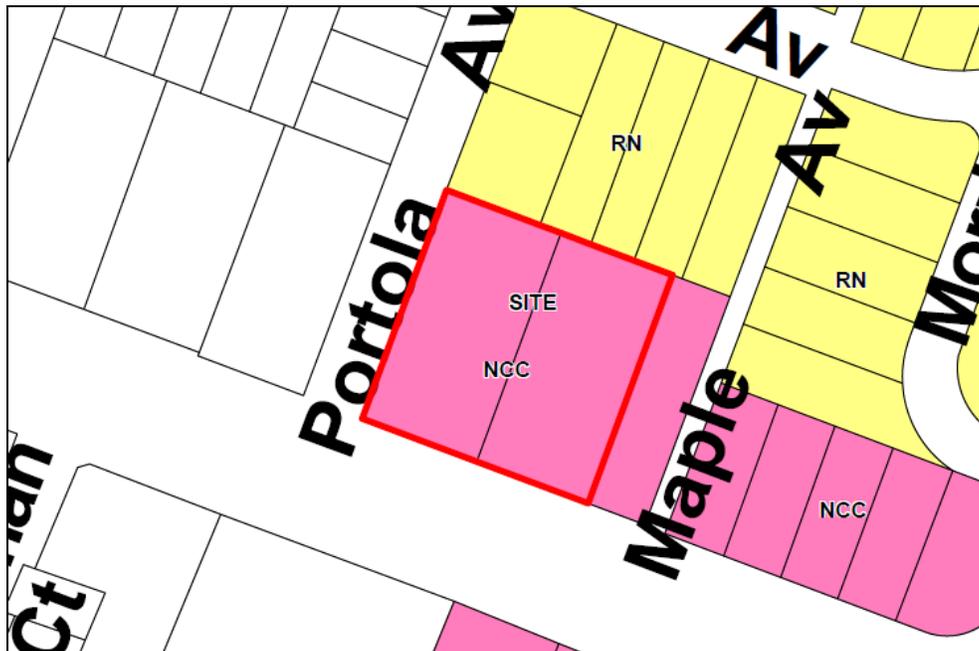
Figure 2: Street View of Casa De Novo

## ANALYSIS

The proposed projects were analyzed with respect to conformance with: 1) the Envision San Jose 2040 General Plan; 2) the Zoning Ordinance; and 3) the California Environmental Quality Act (CEQA).

### Envision San José 2040 General Plan Conformance

The subject site has an Envision San José 2040 General Plan Land Use/Transportation Diagram land use designation of Neighborhood/Community Commercial (Figure 3), which supports a broad range of commercial activity, including commercial uses that serve the communities in neighboring areas, such as neighborhood serving retail and services and commercial/professional office development. Hotel supportive housing provides a service to formerly homeless individuals. Services provided at this site will include strength-based case management, job counseling and placement, outreach and engagement, life skill classes, financial literacy training, drug and alcohol counseling, mental health counseling, and support groups.



**Figure 3: General Plan Designation**

1. Housing Goal H-1 Social Equity and Diversity: Provide housing throughout our City in a range of residential densities, especially at higher densities, and product types, including rental and for-sale housing, to address the needs of an economically, demographically, and culturally diverse population.
2. Housing Goal H-2 Affordable Housing: Increase, preserve and improve San José's affordable housing stock.
3. Housing-Social Equity and Diversity Policy H-1.2: Facilitate the provision of housing sites and structures across location, type, price, and status as rental or ownership that respond to

the needs of all economic and demographic segments of the community including seniors, families, the homeless, and individuals with special needs.

*Analysis: This proposed project provides a population-specific supportive housing, serving individuals who are homeless and in need of affordable housing options that include rehabilitation and support services. This project will provide permanent supportive housing for underserved homeless individuals thus adding to the range of supportive housing options available to an underserved population of San Jose.*

4. Housing-Affordable House Policy H-2.7: Support strategies in collaboration with other jurisdictions and agencies to end homelessness by creating permanent housing solutions combined with services such as medical, education, and job placement.

*Analysis: This project involves collaboration between Abode Services, Allied Housing, the City of San Jose Housing Department, and the County of Santa Clara. The City of San Jose is providing funding to Abode Services for the hotel supportive housing. Allied Housing offers housing combined with services that Abode Services staff provide. The hotel supportive housing units will have Project Based Section 8 Housing Authority vouchers attached to them. A service coordinator will be provided to help residents develop an individualized service plan.*

5. Housing- High Quality Housing and Great Places Policy H-3.5: Prioritize housing resources to assist those groups most in need, or to those geographic locations in the City that most require investment in order to improve neighborhood blight conditions.

*Analysis: This project would assist homeless individuals with affordable housing that will also provide rehabilitation and support services. This project would provide housing, housing assistance, and needs support to each tenant. Site improvements to improve the site and the surrounding neighborhood such as providing security, security cameras, and an onsite disturbance coordinator will also be incorporated.*

## **Zoning Ordinance Conformance**

### *Land Use*

As stated above, the proposed project is requesting a conforming rezoning from the A(PD) Planned Development Zoning District to the CP Commercial Pedestrian Zoning District. A Conditional Use Permit is required for hotel supportive housing in the CP Commercial Pedestrian Zoning District. Hotel Supporting Housing is defined in Section 20.200.542 of the Zoning Ordinance as “hotel supportive housing is a provisional and incidental residential use in an existing commercial hotel or motel building, where not more than 49% of the units, nor more than 49% of the hotel or motel building floor area is used as supportive housing in accordance with Part 22 of Chapter 20.80.” The proposed use will be maintained as 51% hotel and 49% hotel supportive housing. Pursuant to Table 20-90 of the Zoning Ordinance, a Conditional Use Permit is required for a hotel supportive housing use located within the CP Commercial Pedestrian Zoning District.

*Setbacks*

The existing building will meet the setback requirements of the CP Commercial Pedestrian Zoning District as specified below:

<b>Setbacks</b>	<b>Required</b>	<b>Existing</b>
Front	No minimum, 10 feet maximum	10 feet
Side Corner	none	5 feet
Side	none	5 feet
Rear	25 feet	45 feet

*Height*

Pursuant to the Zoning Ordinance, properties located in the CP Commercial Pedestrian Zoning District have a maximum height limit of 50 feet and the existing building has a height of 28 feet. No change is proposed to the building height.

*Parking*

Pursuant to the Zoning Ordinance, there is not a parking ratio associated with hotel supportive housing as it is incidental to the hotel. There are a total of 64 parking spaces on site. The required parking for the hotel is one space per guest room or suite, plus one per employee. There will be 28 hotel rooms and six hotel employees which will require 34 parking spots, far under the 64 spaces provided. The hotel supportive housing will provide one bicycle parking space per 10 units.

**Conditional Use Permit Findings**

In order to make the CUP findings (SJMC 20.100.720) and recommend approval to the City Council, staff must determine that:

1. The Conditional Use Permit, as approved, is consistent with and will further the policies of the General Plan, applicable specific plans and area development policies; and

*Analysis: The proposed use is consistent with the Neighborhood/Community Commercial General Plan land use designation as it provides services to homeless individuals. The project site is not located in specific plan or development policy area.*

2. The Conditional Use Permit, as approved, conforms with the zoning code and all other provisions of the San Jose Municipal Code applicable to the project; and

*Analysis: The proposed project is in conformance with the Zoning Ordinance in regards to height, setbacks, use, and parking.*

3. The Conditional Use Permit, as approved, is consistent with applicable City Council Policies, or counterbalancing considerations justify the inconsistency; and

*Analysis: The proposed project would be conditioned to conform to City Council Policy 4-3: Outdoor Lighting on Private Development should any future lighting be proposed*

4. The proposed use at the location requested will not:
  - a. Adversely affect the peace, health, safety, morals or welfare of persons residing or working in the surrounding area; or
  - b. Impair the utility or value of property of other persons located in the vicinity of the site; or
  - c. Be detrimental to public health, safety or general welfare; and

*Analysis: The project is located along The Alameda where other commercial uses are located. The project will have onsite security personnel, security cameras, and will have a disturbance coordinator on the site 24 hours a day, seven days a week.*

5. The proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title, or as is otherwise required in order to integrate said use with the uses in the surrounding area; and

*Analysis: The proposed project will occupy an existing building and will not require any interior or exterior changes or expansion to the proposed site. The existing 68-space surface parking lot is sufficient to accommodate the parking required for the existing and proposed use; therefore, all aspects of the project will be fully accommodated on the project site.*

6. The proposed site is adequately served:
  - a. By highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate; or by other forms of transit adequate to carry the kind and quantity of individuals such use would generate; and
  - b. By other public or private service facilities as are required.

*Analysis: The subject site is adequately served by The Alameda and is located within 1,700 feet of Interstate 880. The site is also approximately 300 feet from a Santa Clara Valley Transportation Administration (VTA) bus stop (Bus Route 22).*

7. The environmental impacts of the project, including but not limited to noise, vibration, dust, drainage, erosion, storm water runoff, and odor which, even if insignificant for the purposes of the California Environmental Quality Act (CEQA), will not have an unacceptable negative affect on adjacent property or properties.

*Analysis: The hotel supportive housing use will be located in an existing hotel. The Planning Director found the project to be exempt from the environmental review requirements of CEQA and Title 21 of the San José Municipal Code, as amended under Categorical Exemption Section 15301(a) which includes existing structures involving negligible or no expansion of use beyond what is currently existing. The proposed project consists of the*

*continued operation of the existing hotel as well as operation of the proposed hotel supportive housing, with only minor interior or exterior alterations. No expansion of the building footprint or the site use would occur.*

**Hotel Supportive Housing Findings under SJMC 20.80.2220.**

In addition to the findings set forth above, the City Council may issue a Conditional Use Permit for a hotel supportive housing use only after making the findings specified in Section 20.20.80.2220 of the Zoning Ordinance, that:

1. As of August 1, 2014 and through the date of consideration of the Conditional Use Permit, the hotel or motel which will be used for the hotel supportive housing was an existing and a permitted or legal nonconforming use of the property on which it is located;

*Analysis: The hotel was built in 1981 pursuant to Planned Development Permit file No. PD81-026 and has continued to operate as a hotel since this date.*

2. The hotel or motel which will be used for the hotel supportive housing is not located on a parcel of real property within any of the following areas:
  - a. The area north of Skyport Drive, within the North San Jose Area Development Policy Boundary, as defined in Section 14.29.202 of Title 14 of this code; or
  - b. The Edenvale Area Development Policy Area, as defined in Section 20.200.342; or
  - c. The International Business Park Area, as defined in Section 20.20.578

*Analysis: The hotel supportive housing is located on The Alameda, west of Interstate 880 on the northwest side of San José. The project is not located in any of the designated areas listed above.*

3. A management plan for the operation of said hotel supportive housing as approved by the Planning Commission adequately addresses management issues including, but not limited to, good neighbor relations, transportation access, security, maintenance and repair responsibility, case management of residents, services for residents, and food services.

*Analysis: The applicant has prepared a Management Plan for the supportive housing part of the project. The management plan identifies good neighbor relations, transportation access, security, maintenance and repair responsibility, case management of residents, and services for the supportive housing residents.*

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Under the provisions of Section 15301(a) (Existing Facilities) of the State Guidelines for Implementation of the California Environmental Quality Act, the Director of Planning found this project to be exempt from the environmental review requirements of CEQA and Title 21 of the San Jose Municipal Code, as amended, in that the project consists of the operation of an existing

facility involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Examples include, but are not limit to: a) interior or exterior alteration involving such things as interior partitions, plumbing, and electrical conveyance. There are no exterior modifications proposed. The projected traffic was reviewed by Public Works and was found to be minimal, therefore no further traffic analysis is required.

## **COMMUNITY MEETING**

Staff facilitated an official City-initiated community meeting on October 5, 2016, to discuss the proposed project and the overall planning process. Approximately 15 members of the public attended the meeting. The community expressed concerns about surrounding properties being vandalized, an increase of trash in the area, businesses being vandalized at night, the appropriateness of the location of the project, and the potential for the decrease in property value.

## **PUBLIC HEARING NOTIFICATION**

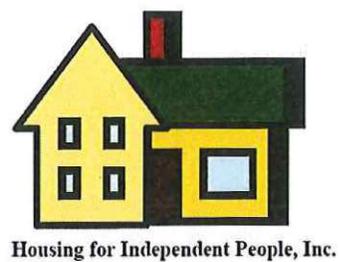
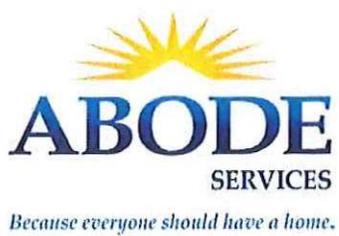
In order to inform the public of the proposed project, staff followed Council Policy 6-30: Public Outreach Policy. A notice of the public hearing was distributed to the owners and tenants of all properties located within 1,000 feet of the project site and posted on the City website. This Council Memorandum is also posted on the City's website. Staff has been available to respond to questions from the public.

**Approved by:** /s/ Harry Freitas, Director, Planning, Building and Code Enforcement

For questions, please contact Planning Official Steve McHarris at (408) 535-7819.

Attachments: Property Management Plan  
Reduced Plan Set for Conditional Use Permit

**Casa De Novo**  
**Property Management Plan**



December 2016

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## General Agency Practices

### **Mission Statement**

The mission of Abode Services is to end homelessness by assisting low-income unhoused people to secure stable, supportive housing and to be advocates for the removal of the causes of homelessness.

### **Agency Overview**

Founded in 1989, Abode Services is a nimble organization with the ability to respond quickly and effectively to the emerging needs of homeless families and individuals. Whether a person or family is living in their car, is in short-term shelter or moving from motel to motel until their money runs out, Abode Services can offer a full range of housing and service options to help them transition to independent living. Our programs are designed to integrate housing assistance with the supportive services that each participant needs to establish permanent stability. Housing options include emergency shelter programs, Temporary Short Term Housing, rapid re-housing, and permanent supportive housing. Supportive services consist of case management, job counseling and placement, outreach and engagement, life skills classes, financial literacy training, parenting classes, children's programs, primary healthcare, drug and alcohol counseling, mental health counseling and support groups. Abode Services currently operates programs in Alameda County, Santa Clara County, and Santa Cruz County.

Housing for Independent People (HIP) and Allied Housing (Allied) are both governed by the same Board of Directors as Abode Services (Abode) and effectively act as the Property Management arm and Housing Development arm of Abode, respectively. For the purposes of this document, "Property Management" or "Management Agent" shall refer to HIP, "Owner" shall refer to Allied, and "Services" shall refer to Abode. Also "Abode Staff", "Staff" or "Abode Services" reference throughout this document shall refer to all 3 non-profit agency guidelines.

### **Housing First**

Abode Services is a "Housing First" agency. This means that our programs are designed to assist homeless people to obtain housing as quickly as possible and provide supportive services as needed to ensure long-term stability. Rather than moving homeless individuals through different "levels" of housing (for example: from the streets to an emergency shelter, from a shelter to a Temporary Short Term Housing program, and from there to their own apartment in the community), we move homeless individuals or households immediately from the streets or shelter into their own apartments. We believe that, in order to address barriers to housing like lack of income, unemployment, substance use, or untreated mental illness, someone experiencing homelessness first and primary need is to obtain stable housing. Without housing, such barriers are far more difficult to overcome. Furthermore, once participant are housed, we go to extraordinary lengths to keep them housed, meeting them "where they're at" with respect to willingness to receive treatment, and empowering them to define their own recovery goals. Participants are exited from our programs as a last resort, and only after serious and irresolvable lease violations. The Housing First model is an evidence-based practice for serving homeless people with the greatest barriers to housing, and has been endorsed by the U.S. Department of

Housing and Urban Development and the U.S. Interagency Council on Homelessness.

### **Confidentiality**

The effectiveness of services in a voluntary services model requires mutual respect of participant confidentiality by all parties in all interagency communication. This policy addresses documentation for consent and release of information, the sharing of information not deemed confidential by law, and the handling of information that is deemed confidential by law.

Abode Services and all constituent member agencies agree that they will not at any time disclose confidential information and/or material without the consent of the participant and any other party to this policy unless such disclosure is authorized or required by law.

Confidentiality is not applicable when disclosure is necessary to prevent serious, foreseeable, and imminent harm to a participant or another identifiable person. In all cases, staff members should disclose the least amount of confidential information necessary to achieve the desired purpose and only information that is directly relevant to the purpose. Staff members are required to review disclosure mandates with participants. Staff members should not disclose confidential information to third parties without written authorization from participants. They should not discuss confidential information in any setting unless privacy can be ensured.

### **Reasonable Accommodation**

Abode Services complies with the Americans with Disabilities Act and all other fair housing laws pertaining to reasonable accommodations. Persons with disabilities are legally entitled to reasonable accommodations in order to have the full use and enjoyment of housing provided by Abode Services. Reasonable accommodation for persons with disabilities will be provided at all stages of the application, interview, and selection process. Reasonable accommodation will also be provided to tenants during their residency.

An individual with a disability is defined by law as a person who:

- Has a physical or mental impairment that substantially limits one or more major life activities;
- Has a record of such an impairment; or
- Is regarded as having such impairment.

Reasonable accommodation can include adjustments to rules, policies, practices and procedures as well as modifications required to accommodate special needs as a result of a disability. Abode Services is not required to offer an accommodation unless the tenant has requested such accommodation. However, a tenant is not required to use the term "reasonable accommodation" in order to make a request. Any request made in a manner that a reasonable person would understand to be a request for a change, exception or adjustment to a rule, policy, practice or service because of a disability must be treated as a request for reasonable accommodation. "[Request for Reasonable Accommodation](#)" form (See Attachment 1).

Once a request is made, Abode Services' Associate Director, the 504 Compliance Officer, will review the request and will make every effort to accommodate the tenant and make the necessary changes in a timely manner. If Abode Services is unable to accommodate the request, Abode Services will attempt to offer an alternative accommodation. If the request is denied, the tenant must be informed in writing. The notification must include the reason for the denial and information about the grievance process.

### **Participant Grievance Policy**

It is the policy of Abode Services to inform participants at the time of program entry and exit of the grievance procedure. Staff should make the [Grievance Policy](#) Form (Attachment 2) readily available to any participant who requests a copy, and should offer to provide it if someone is dissatisfied with services or a particular determination.

If a participant or household has a complaint about the performance of an Abode staff member, and/or feels they have been treated unfairly, the participant should take the following steps to have the complaint heard:

- Talk privately to the person with whom they have the problem. Participants are encouraged to try first to work out the problem in an open and informal way.
- If they do not feel comfortable talking with the person with whom they have the problem, or they do talk with them and are not satisfied with the outcome, they may make an appointment to speak with or submit a written complaint (which may be in their own language) to the Manager/Director of the program in which they are participating. The Manager/Director shall meet with the participant or provide them with a written response to their written complaint within five working days of the meeting or receipt of their written complaint.
- If the participant is still unsatisfied with the decision made, they may make an appointment to speak with or submit a written complaint (which may be in their own language) to the Abode Services Executive Director. The Executive Director or her/his designee shall meet with the participant or provide a written response to the written complaint within five working days of the meeting or receipt of the written complaint. It is important to note that some programs have external agencies available to participants to assist in resolving grievances.
- Further, the initiation of the grievance process does not supersede any other policy. Therefore if someone is being exited from a particular program, the normal process should continue. The grievance process may ultimately result in re-enrollment into the program, retraction of the notice, or for the initial determination to remain.

### **Domestic Violence Policy**

Domestic violence may impact participants who are enrolled in Abode Services Housing programs and it is important for all staff members who interact directly with participants to be able to recognize the signs of domestic violence and respond appropriately. PM staff and

Resident Services primary concern is the immediate and long-term safety of the victim(s).  
Incident Reporting

### **Incident Reports**

Staff should prepare an incident report to document unusual and/or significant events or emergencies involving individuals who receive services as well as staff-related incidents that are not part of a performance issue. The [Incident Report](#) form is included as Attachment 3. Examples of such events include but are not limited to the following:

- Injury or physical accident that might have resulted in an injury
- A car accident involving a staff member (with or without passengers)
- Medical issue
- Endangering or threatening others
- Imminent death or death
- Property destruction beyond \$500 (or if threatens tenancy)
- Serious disruptive situation while on site where staff, residents, participants, volunteers, or community members were adversely impacted through threats, behavior, or other incident
- Illegal or unusual problematic behavior while on site including use of illegal substances, verbal, or physical altercations
- Any incident involving the police, fire department, ambulance, etc. where some significant action was taken by the public safety officer
- Any time an individual is involved in an automobile accident while receiving services
- Being a victim of a crime while on the premises

Please Note: If you are unsure about whether or not to complete an incident report check with your supervisor and if still in doubt, write one.

### **Good Neighbor Policy & Site Security**

Casa de Novo is committed to being a good neighbor, to the surrounding community and is committed to the following:

- a) Service provider staff and property management staff shall meet with the community quarterly for the first two years of the project's existence twice a year thereafter, specifically the Newhall Neighborhood Association and any such local neighborhood groups invested in this development.
- b) Provide the neighborhood association a contact person (name, phone and email) to report disturbances that are specific to the property or its residents.
- c) Staff will be on site/available during business hours and will contract with a private security firm to assist in providing a safe secure program after hours. Vehicular gates, camera system and FOB entry system will be installed to increase site security.

### **Cultural Competency**

Abode values diverse cultures. Developing cultural competence results in an ability to understand, communicate with, and effectively interact with people across cultures. Abode

defines 'culture' as the values, norms, and traditions that affect how individuals of a particular group perceive, think, interact, behave, and make judgments about their world.

It is Abode's goal to consistently improve cross-cultural effectiveness by creating inclusive systems that allow program participants and staff to function at maximum productivity, and effective levels. There are four critical components to Abode's Cultural Competency Policy:

1. Awareness – Abode staff shall seek to have a consciousness of personal reactions to people who seem different from us, recognizing how personal and professional values may conflict with or accommodate the needs of diverse participants.
2. Attitude – Abode staff shall seek to carefully examine and understand individual beliefs and values about cultural differences as one way of recognizing the value and importance of multicultural identities in the lives of people.
3. Knowledge – Abode staff shall continue to seek specialized knowledge about history, customs, ideals, and family systems of major participant groups served as a tool for understanding and relationship building.
4. Skills – Abode staff's values and beliefs about equality are consistent with his/her behavior; periodic trainings will allow continued growth and development of practical approaches, and methods that reflect the workers' understanding of the role of culture in providing support.

### **Fair Housing**

Abode Services is committed to housing practices that are not only fair and non-discriminatory, but that serve households who are often discriminated against and struggling with other barriers to housing. As such, we adhere to closely to all fair housing laws and regulations. The following information is intended as an overview only, and is not a complete description of all fair housing related requirements.

Numerous state and federal laws prohibit discrimination against certain specified, protected classes of people including the Fair Housing Act of 1968. This Act prohibits taking any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In addition it is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right

or assisting others who exercise that right

- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

California law further prohibits discrimination based on race, color, religion, sex (including pregnancy, childbirth or medical conditions related to them, as well as gender and perception of gender), sexual orientation, marital status, national origin, ancestry, familial status, source of income or disability in the process of leasing, rental or other provision of housing related services. This prohibition applies to all aspects of housing including, but not limited to, the application process, housing selection, use of facilities, issuance of lease violation notices and evictions.

Abode Services is a Housing First agency. This means that the people that our programs are designed to serve are likely to have multiple barriers to housing, such as a history of eviction, poor credit, criminal records, and lack of employment. We do not use these factors as reasons to screen prospective participants out of housing. Rather, we screen people *in* because, consistent with the Housing First philosophy, those people are unlikely to address their barriers until they are stably housed, and placing them in one of our programs is an opportunity to end their homelessness.

#### Background Checks

Unless specified in the rules of a particular program, Abode Services generally does not conduct criminal background checks as part of the leasing process. All applicants should be encouraged to be upfront about any issues in their background in order to identify the most appropriate placement for them. In particular, registered sex offenses may have limitations imposed upon where they can live and participants should be encouraged to share this information to avoid potential problems after move-in if information is not disclosed. If a program does require that a background check be completed, staff initiating the check must obtain proper consent from the participant.

#### Affirmative Marketing

Affirmative marketing essentially requires casting "a broad net" when advertising and seeking applicants for vacant units in Abode Services programs. No racial, ethnic or disability group is to be favored or disfavored when advertising opportunities to apply for units open to the general public. If it appears that certain groups may not otherwise be informed of housing opportunities with standard advertising techniques, specific outreach attempts to agencies which serve these groups should be made so that they will be made aware of opportunities to participate in Abode Services programs.

## Casa De Novo Specific Management Plan

<b>Property Name</b>	<b>The Casa De Novo</b>
<b>Property Address</b>	<b>2188 The Alameda, San Jose, California</b>
<b>Site Configuration</b>	<b>Two generally rectangular shaped parcels 0.9 acres in area. Three (3) two-story wood framed motel structures. Two structures are connected by a covered breezeway. One structure is provided with tuck under parking areas.</b>
<b>Parking</b>	<b>54 parking stalls including eights (8) tuck under parking stalls and two stalls designated for use by the disabled.</b>
<b>Rentable Units</b>	<b>58 units including one manager's apartment</b>
<b>Age</b>	<b>1957 and 1983 dates of construction; 1992 exterior modifications. Varied age of 23-58 years.</b>
<b>Overall Condition</b>	<b>Good to Fair</b>

### **Reporting Protocols:**

All programs – housing programs and supportive services programs – should expect to be monitored by a funder at least annually, and should prepare accordingly. The following protocols are designed to help with regulatory compliance and or site reporting guidelines

#### *a. Day to Day Operations*

Within the parameters of the regulatory agreements and this Management Plan, the Managing Agent will make decisions without consulting the Owner in the general day-to-day operating of the project (s).

#### *b. Annual Operating Budgets*

Approximately 120 days prior to fiscal year end the Asset Manager for Managing Agent shall develop a schedule of projected revenues, expenses, vacancy rates, debt service and cash flow for the properties for the following fiscal year. The budget will then be submitted for approval both to the Board of Directors and to the appropriate funding agencies prior to implementation. The Managing Agent shall not amend the budget during the fiscal year without prior approval.

#### *c. Monthly Reporting*

The Director of Properties and Assets reports monthly to the Chief Operating Officer on the status of all new construction, acquisition/rehab, and other properties that the agency manages. This report is incorporated into the monthly report to the Board of Directors. The Director of Properties and Assets is also part of the Board's Housing Development Committee which includes senior staff and board members and some members from the community.

By the 28<sup>th</sup> of each month the site level staff will meet with the Property & Assets Supervisor and provide current information on occupancy, maintenance, security, resident relations, etc.

#### *d. Annual Certified Audit*

After the end of every fiscal year, June 30th, independent auditors perform a financial audit on each of the three agencies, Abode, Allied and HIP. The audit is completed generally within 180 days of the end of the fiscal year. After the agency receives the audit and it is approved by the Board of Directors, the audit is transmitted to the properties various funder for review.

### Reports to Funders

Yearly Annual Performance Reports (APRs) for local and state government funders require participant data to be entered into additional data management systems from which they can

run program reports

Abode Services/Allied/HIP also receives funds from a variety of individual foundations and Program Managers are asked to report program data, outcomes and updates for grant reports, as needed.

Managers' Reports

At the beginning of each month, Program Managers relate program updates to their respective Director in the Managers' Report. The Director uses this report to update other Senior Managers, including the Executive Director on program progress. These reports are also used to provide monthly updates to the Board of Directors, which meets on the second Friday of each month.

## **Definitions**

### Definitions for Casa De Novo Program

#### Permanent -Motel Supportive Housing

Hotel supportive housing is designed for people who need long term support and who typically face significant, long-term barriers to housing. Such barriers may include long-term homelessness, physical disabilities, mental health disabilities, multiple periods of homelessness, history of serious substance abuse, and/or histories of trauma. There will be 27 units of permanent supportive housing on site.

There is no time limit on how long a participant can receive assistance in Hotel supportive housing units. Participation with services is typically not required, but it is expected that residents will be engaged in intensive and creative service programming. In permanent supportive housing programs, residents contribute a percentage of their income towards rent. The calculation of rent follows HUD guidelines, but is typically equal to 30% of adjusted income. Recertification of eligibility and income typically occurs annually (unless the program requires more frequent recertification or a participant reports a change in income).

#### Temporary Motel Housing

The majority (51% or 28 of the 56 units) of the Motel will continue to be used as a Motel, with stays limited to 28 days so that the Motel patrons do not become tenants by virtue of staying 30 consecutive days or more. These units will pay all appropriate Motel transient tax and convention center taxes. Abode's intention is to market these units to persons experiencing homelessness that have housing lined up within 28 days of move in, but there are no restrictions on the motel patrons.

### **Program Eligibility – Casa De Novo**

Most Abode programs have defined target populations and specific program restrictions. Some programs are limited by household type - for example, single individuals, families with children or transition-age youth. Other programs may be geographically specific (serving only one jurisdiction, for example), while others may require a particular disability status. Other screening criteria may include criminal background checks, credit checks, and others, but these differ by funder and program. Depending on its eligibility requirements, every program must screen prospective participants based on applicable criteria prior to acceptance into the program.

The Casa De Novo will fill vacancies in the Motel Supportive Housing units by referral from the County of Santa Clara's Coordinated Assessment process that has been approved by the Housing Authority of the County of Santa Clara. These units will have Project Based Section 8 Housing Authority vouchers attached to them. Residents will meet the Housing Authority's eligibility process and will be processed through the property manager's tenant selection screening process. The commercial hotel units will not be screened by Property Management, as is typical practice for a Motel.

### Verification of Identity

Ideally, all adult members of the household should provide a copy of a current CA photo ID (driver's license or ID card) and a social security card and, for each dependent child, a copy of their birth certificate and social security card. However, it is understood that not all people may have such documents at the time of program entry, so some substitutions are allowable. For example, if no social security card is available a health plan card can substitute for a child. A birth announcement is to not be substituted for a birth certificate. In addition, it may be possible to admit a household with insufficient documentation with the understanding that appropriate identification forms can be secured within a reasonable amount of time, as dictated by specific program guidelines. Please speak with your program manager should this type of exception be needed.

### Services Participation Documentation

Some programs require that Abode Services documents participation in services as a requirement to receive housing support/subsidies. This is completed through the creation of an Individual Service Plan (ISP) for all adult household members. Goals need to be specific to progress made each month. Goals should be measurable and observable. It is not acceptable to simply say "continue" for each month's goals. Every month needs to have specific monthly, targeted goals. All adult members need to have an ISP completed even if the goal is simply to support the head of household with their goals. When required, current verification of enrollment in school or vocational school must be obtained and kept in the participant file. The educational plan will need to be specific as to the plan to secure employment through training. Likewise, programs that require an employment plan will need to specify a plan to secure better employment. The Vocational/Educational plan needs to be completed within the time frame specified by the particular program.

### Unit Sizes

The type of unit to be made available to the household is dependent on the household size. The U.S. Department of Housing and Urban Development provides guidance that states, in general, that two people per bedroom is usually appropriate. However, HUD has noted that every apartment is different, such that one two-bedroom apartment may have a very different capacity from another two-bedroom.

Temporary Short Term Housing		Supportive Motel Housing	
Number in household	Unit Size	Number in household	Unit Size
1 person	Single/ Double Bed	1 person	SRO, Studio, 1 BR
2 people	Single/Double Bed	2 people	Studio, 1 BR
3 people	2 Double Beds	3 people	1 BR/2 BR
4 people	2 Double Beds	4 people	2 BR/3 BR

In addition, certain households may wish a particular unit size or other unit specifications as a reasonable accommodation. Please see our [Reasonable Accommodation Policy](#) (See Attachment 1) to understand that process.

### Annual Recertification

The permanent housing of Casa De Novo will require an annual recertification that consists of recertifying income and re-inspecting the unit for Housing Quality Standards (HQS) compliance. All participants will need to submit a 3<sup>rd</sup> party verification of income to the property management staff on an annual basis, on the anniversary of the date of their program entry.

If recertification information is not received within 30 days of the year anniversary, the participant may be terminated, as it puts Abode Services out of compliance with funding entities, and jeopardizes the continuation of the program.

Changes in Household Composition: It is common for a household to change composition after being enrolled in a program, such as when children, partners, and/or family members are added to a household. Not all programs share the same restrictions about changes in a household composition. When an Abode Services staff person learns of a prospective change in household composition, s/he must take the following steps:

- Review the applicable program regulations to ensure that the household in its new configuration remains eligible for the program. Ideally, this happens prior to the change to allow for any requisite planning.
- If the proposed change results in a household no longer being eligible for the applicable subsidy/program, but the household is unable or unwilling to avoid that change, services staff will work with the household to identify other appropriate housing arrangements.
- If there is no impact on eligibility, the next step is to discuss the prospective change with staff to ensure that it will not undermine participant housing stability or other program

goals. If program staff express concern, the wishes of the participant household must be balanced against case management concerns.

- Housing unit size is another factor to consider when considering a household change, as the addition of a household member or members may create an overcrowded unit. Many programs have a defined unit-mix that prescribes the size of the units, therefore the Property Manager will verify unit mix requirements. The timing of the existing lease is also a consideration, as the tenant (or Abode Services) may be unable to break the lease.
- If the change is determined to be acceptable and allowable, the Property Manager must work with the participant on the process for adding the additional household member to the lease.

Key Operational Components of Permanent Motel Supportive Housing

The following table summarizes some of the key components, and the subsequent section provides detailed policies for identifying and maintaining housing.

<b>Component/ Function</b>	<b>Motel Supportive Housing</b>
<b>Referral Process</b>	CCP program : County Referrals Only Project Based Vouchers (27 units) Units will be filled by the Housing Authority through a direct referral from the Care Coordination Project (CCP)
<b>Pre Move In Approval Process</b>	Property Management will begin Application Process from clients referred by CCP. Once approved by both PM department and CCP Coordinator, CCP Unit Specification Form which is sometimes called an "Intent to Rent" form will be filled out and then submitted back. Contract Rent/Tenant Portion and Inspection will be conducted prior to lease process.
<b>Structure of Lease Agreement</b>	Landlord enters into lease agreement with participant household and a Housing Assistance Payments (HAP) Agreement. Participant and landlord typically sign a Lease Addendum regarding the payment of rental assistance, and/or participant may sign a Services Agreement with Abode, depending upon the program.
<b>Security Deposit</b>	Participant may contribute a portion of the deposit, depending upon the program, and or pay entire deposit prior to move in. (Payment arrangements are allowed)
<b>Move-in Paperwork</b>	Participant and Case Manger meet with Property Management staff/Services to sign lease, and lease addenda.
<b>Maintenance and Repairs</b>	When repairs are needed, participant households work directly with property management to ensure that repairs are completed.
<b>Notices</b>	Property Manager issues all housing- related notices and informs Resident Services of any lease violation notices issued.
<b>Rent Payments</b>	Landlord receives two checks: one from Housing Authority and one from the participant.
<b>Rent Collection</b>	The landlord is responsible for collecting rent from the participant household and Housing Authority.
<b>Vacancy</b>	If a participant vacates a unit, the household is required to give a 30-day notice to the landlord and to notify Housing Authority.
<b>Keys/Site Access</b>	Keys and Gate Remotes will be issued upon lease signing.
<b>Utilities</b>	Utility services are established in the participant's name if separate metering is available, but staff must set up third-party verification

Property Managers are responsible for all of the following aspects of move-in process for the Casa De Novo Motel Supportive Housing Units:

- The Property Manager meets with participant to discuss the following aspects of move-in process for the hand over RA ISP, etc. forms, including (in some cases)
- The Property Manager notifies participant of the following aspects
- The Property Manager may assist the participant to set appointment for housing interview with the Property Manager once a unit is reserved.
- The Property Manager may refer the participant to the Resident Service to assist completing all forms if needed.
- Move in date is determined once the property manager reviews all the forms and verifies residential eligibility.
- Property Management will notify Resident Services and/or participants' rep of move in date.
- Income certification will be verified if moving into the Motel Supportive Housing unit and rental subsidy and tenant portion determined to be given to Property Manager by submitting a unit specification form.
- The Participant's subsidy and tenant portion determine to an appointment for Housing Orientation with the Property Manager to sign lease documents and house rules. The Services Coordinator can accompany the participant to orientation.
- The Participant pays the rental subsidy portion and deposit if applicable at move in.

#### Program Orientation -

Once accepted into either Casa De Novo housing program, participants should receive a Housing Orientation, which will assist them with achieving a successful stay at the Casa De Novo. Orientations can be conducted one-on-one with a single tenant or as a group orientation with multiple tenants.

A convenient time for the participants should be chosen for the orientation between Monday – Friday between 10:00am – 3:00pm. Allow at least one to two hours for each orientation and make sure participants are informed of the timing beforehand. For high-need participants, orientations may have to be completed 1:1 and in multiple sittings.

Provide security deposit information. Security Deposits are handled differently for different programs. Some programs have funding available to cover the cost of a security deposit. For those that do not, security deposits are best saved for by each participant themselves because they will not have to depend on anyone else and the money will be readily available for quick move in. However, a list of agencies that provide assistance should be handed out during the orientation. Participants should be informed that each of the agencies has their own process for providing security deposits and it may take time to contact the appropriate person, complete an application, and be awarded the deposit money.

#### Move In Inspections –

Once the participant has been accepted a Housing Quality Standards (HQS) inspection should be scheduled. It is important to confirm that the apartment will be ready for inspection.

In some cases, depending on source of the subsidy, the inspection may need to be completed by another entity, such as a Housing Authority. In that case Property Managers must complete a pre-inspection so that when the other party completes their inspection the unit is more likely to pass.

In all cases a Move In/Move Out form will be completed for each guest of the Motel and for each permanent resident that stays at Casa De Novo

#### Required Housing Agreements – Motel Supportive Housing

Prior to move-in, the following agreements are executed:

- The tenant and property manager sign a lease (See Attachment 4), which outlines the requirements of the lease agreement, including (but not limited to) the participant responsibilities, rental payment terms, and other related items like the House Rules (See Attachment 5).
- The Property Manager and the Housing Authority sign the “Housing Assistance Payment Contract,” for the same period as the lease, which highlights the terms of the payment of rental assistance to the landlord.
- The Property Manager and the participant sign a Participation Agreement, which outlines participant program responsibilities, including the participant portion of rent.
- The Security Deposit for any given apartment or unit may vary based on the program type, funding restrictions, and requirements of the landlord.

#### Termination

Termination is a formal process that recognizes the rights of individuals receiving assistance to due process of law. Termination could involve eviction, mutual termination, or a transfer to another housing option that is more appropriate to the household. At a minimum, the termination process includes:

- Serving the participant with a written notice that contains a clear statement of the reason(s) for termination;
- A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or that person's subordinate) who made or approved the termination decision; and
- Prompt written notification of the final decision to the participant.

Housing may be terminated if the participant violates program requirements or conditions of occupancy. The property manager shall exercise judgment in determining when violations are serious enough to warrant termination. Some terminations may also require approval from program funders, depending on the program. Property Management and Services will do as much as possible to ensure the adequacy of support services so that a participant's assistance is terminated only in the most severe cases. A decision by the property manager to terminate housing does not necessarily constitute termination from the rental assistance. In these cases Abode Services should determine whether alternate housing is a viable alternative.

If a program participant is found to be violating the lease, reasonable efforts will be made by staff to assist the participant to address the issue or correct the violation prior to terminating housing. Violations that endanger staff, any other person, or the viability of the program as a whole, will be acted upon immediately.

If a member of the property management or services team believes that termination of housing is warranted, they must submit this in writing to their supervisor and other members of the team as appropriate. This decision should be discussed and agreed upon by the housing and services team. If approved, the participant will be provided with a Termination notice by the Property Manager or other appropriate staff person, containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision. Participants receiving a Notice of Termination may request that the decision to terminate assistance be reviewed by utilizing the Abode Services Grievance Procedure or any other procedure made available by funders for a specific program.

#### Tenant Keys

If a key is lost, a replacement will be issued and the tenant may be charged \$20.00. If a tenant is elderly or disabled and requests an extra entry key for an attendant, one additional key will be issued at no extra cost. The Property Manager will note the extra key issued in the tenant's file, and contact information for the person to whom the key was issued. Upon move-out, any key not returned, including entry keys and keys given to attendants, may cause a charge of \$20 to be taken out of the security deposit.(if applicable)

Under no circumstance should copies of keys be made for people who are not identified on the lease or motel agreement unless they are approved as an "attendant" or "care provider". Under no circumstance is the tenant allowed to change the locks in a unit.

#### Late Rent – Permanent Housing

Rent is due on the first (1<sup>st</sup>) day of every month. Rent must be paid in full, without deduction and adjustments and without demand. Payment is accepted in the form of personal check, money order, certified bank check, or cashier's check. Cash is not accepted. Rents are delinquent if not received by the fifth (5<sup>th</sup>) day of the month, at which time a Three-Day Notice should be issued. See Attachment 6 ([Sample Notices](#)) for a Sample Three-Day Notice.

In addition, a late fee may be associated if rents are paid after the fifth, depending on the program and the lease.

#### Payment Plans -

If the resident requests a Payment Plan due to special circumstances, management can grant the signing of such an Agreement. Management will contact Support Services to work with the resident to come to a reasonable payment plan that the resident can comply with. However, failure to adhere to a Payment Plan can lead to eviction. Payment Plans are subject to prior approval by property supervisor.

#### Maintenance Policy-

A core responsibility of Abode Services is that repair needs of the tenants are attended to in a timely manner, efficiently and effectively. Timeliness is defined as: 72 hours for routine maintenance and 24 hours for emergency repairs. Effectively is defined as: all HUD Housing Quality Standards will be closely adhered to and all work will be performed in accordance with all city and State regulations.

Property management staff are responsible for the following:

- Follow up on any reported damage or repair
- Follow up on any reported incidents occurring at unit
- Responding to tenant, landlord or service team requests
- Assessing damage or repairs on site
- Placing repair orders through Abode Maintenance Staff or other vendor
- Reviewing completed work
- Processing check request and invoice if outside vendor
- Conducting annual inspections

#### Emergency Repair Calls

An Emergency maintenance repair involves damage, breakdown or malfunction of a building component or system that may pose an immediate threat to the health and safety of resident(s) and/or property. Immediate response is required to abate hazards that pose threats to persons or property. Such emergencies include:

- The interruption of essential services (hot or cold running water, electricity, heat, etc.)
- Glass breakage that affects security or loss of heat.
- Repairs that, if not performed, would expose resident to injury.
- Flooding from ruptured or damaged water lines or fire sprinklers.
- Gas leaks.
- Roof leaks.
- Waste line blockages or breaks.
- Fires are ALWAYS serious emergencies; call the Fire Department, "911," IMMEDIATELY.

In the event of a Maintenance Emergency, maintenance staff must mitigate further damage, or injury. They must be permitted to enter the apartment IMMEDIATELY without prior notice, without the resident being present and without giving advance 24-hour notice or obtaining consent. All reasonable efforts however should be made to contact or inform the tenant prior to entering the unit.

In all cases of entry, a note should be left for the resident indicating that staff entered the apartment, who entered the apartment and the purpose for the entry.

#### Security Deposits

Security deposit plus first month's rent must be paid prior to move in date. Depending on the program, the payment of the security deposit may be the responsibility of the tenant, Abode Services, or another party. If a participant is responsible for the security deposit, s/he may ask outside sources to pay the security deposit on their behalf. However, Abode Services will not be responsible for paying back or refunding the security deposit to a third party.

In some cases, if a participant is responsible for paying a security deposit but does not have sufficient funds, a payment plan for the security deposit may be approved by Property Management Supervisor. Any payment plan should be less than 6 months in duration and must include a budget that demonstrates that the payments are reasonable and able to be paid in addition to the monthly rent. Such a payment plan must be in writing, and the tenant must be engaged with Services for a Security Deposit Payment Plan to be approved.

No interest is paid on security deposits held by Management, regardless of length of tenancy.

Upon move out State law requires that the Security Deposit be used to cover only the following costs. This applies only to programs in which Abode Services directly collects rent from participants:

- Unpaid rent (including rent owed if the tenant does not give the landlord the proper notice that he or she is moving out);
- For cleaning the rental unit when the tenant moves out, but only to make the unit as clean as it was when the tenant first moved in;
- For repair of damages, other than normal wear and tear, caused by the tenant or the tenant's guests; and
- If the lease or rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.

Upon completion of all of the following a tenant will be mailed, at their forwarding address, the refund of the balance remaining of the Security Deposit (the portion that the tenant paid) after all expenses have been paid.

- Move out inspection
- Written 30-Day notice of Intent to Vacate Unit
- Forwarding address left with manager
- All keys turned in

Any tenant wishing to pick up the balance of the remaining security deposit in person must alert property management at the time of the Move Out inspection and leave contact information with the property manager. The property manager shall attempt to contact the resident when the check is ready for pickup. If the resident does not pick up the check after 7 days, the property manager will mail the check to the forwarding address of the resident.

### Housing Retention

Housing stability is a central objective of Abode Services housing programs, and services provided should emphasize assisting participants to remain stable in their community. Abode Services programs are designed to provide the necessary support so that these households will be able to overcome the barriers contributing to their homelessness.

The types of assistance that we provide include (but are not limited to):

- Apartment management skills: managing costs and one-on-one coaching in house cleaning; cooking and shopping; setting up utilities; use of household appliances and plumbing; home decorating.
- How to live with housemates and in congregate living environments.
- Managing visitors and guests: the joy of showing off a new home; housewarming; visiting with significant others; ensuring personal space is respected by others; complying with the conditions of a lease.
- How to request that someone be added to the lease or allowed to move in.
- How to develop good relationships with neighbors.
- Understanding the consequences of lease violations and eviction prevention.
- Maintenance: familiarity with maintenance requests and work orders; how to communicate with the property owner, what to do when the property owner does not follow up.
- Effectively managing their disabilities.

Service Coordinators are responsible for the following retention related activities:

- Maintaining contact with participants frequently at the start of the housing experience and less frequently as participant stabilizes.
- Developing payment plan for rent or security deposit if necessary (in collaboration with Management staff).
- Working with participant if an issue arises with their public benefits, such as SSI or GA.
- Following up on any reported incidents occurring at unit with management, participant and service team quickly
- Advocating for participant with management and assisting to resolve issues
- Helping participant find assistance with any utility payment issues
- Working with participants to report maintenance or damage issues quickly
- Meeting weekly with Management to resolve any ongoing tenant issues in a way that promotes housing stability.

Property Managers are responsible for the following retention related activities:

- Contacting resident and Services if rent is late and sending written notice if rent is not paid by the 5<sup>th</sup> of the month.
- Reviewing a payment plan for rent or security deposit if necessary (in collaboration with Service staff).
- Recalculating participant's rent amount when changes to income occur if rent is determined by actual income.
- Giving verbal warning and issuing lease violations to participants when appropriate and copying Services on the notice.
- Meeting weekly with Services to resolve any ongoing tenant issues in a way that promotes housing stability.

## Support Services Department Policies

### Strength-Based Case Management

At the core of developing strengths based treatment plans is the assumption that every participant has strengths, defined as, “the capacity to cope with difficulties, to maintain functioning in the face of stress, to bounce back in the face of significant trauma, to use external challenges as a stimulus for growth, and to use social supports as a source of resilience.”<sup>6</sup>

Strengths should be taken into account when developing the treatment plans that will guide the treatment process. Strengths based assessment creates the opportunity to establish positive expectations for the participant, and also empowers the participant to have some power in making decisions regarding their treatment. A strengths based approach can help participants feel that change is possible and that they are capable of implementing that change. One method of doing this is to point out participant strengths, particularly in areas where they observe only failure. One strategy is to explore prior attempts at change. For example, "So you stayed sober for a week after treatment. How were you able to stay sober for that week?"

### Harm Reduction

All Abode Services programs operate using a harm reduction model. Harm reduction refers to policies, programs and practices that aim to reduce the harms associated with the use of psychoactive drugs in people unable or unwilling to stop. The defining features are the focus on the prevention of harm, rather than on the prevention of drug use itself, and the focus on people who continue to use drugs. Harm reduction incorporates a spectrum of strategies from safer use, to managed use, to abstinence, to meeting drug users “where they’re at,” addressing conditions of use along with the use itself. Participants will be at different stages of recovery, and interventions must be tailored to those stages.

Harm reduction complements approaches that seek to prevent or reduce the overall level of drug consumption. It is based on the recognition that many people continue to use psychoactive drugs despite even the strongest efforts to prevent the initiation or continued use of drugs. Harm reduction accepts that many people who use drugs are unable or unwilling to stop using drugs at any given time. Access to good treatment is important for people with drug problems, but many people with drug problems are unable or unwilling to get treatment. Harm reduction interventions are facilitative rather than coercive, and are grounded in the needs of individuals.

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<sup>6</sup> McQuaide & Ehrenreich, 1997

The Harm Reduction Coalition considers the following principles central to harm reduction practice.

- Accepts, for better and or worse, that licit and illicit drug use is part of our world and chooses to work to minimize its harmful effects rather than simply ignore or condemn them.
- Understands drug use as a complex, multi-faceted phenomenon that encompasses a continuum of behaviors from severe abuse to total abstinence, and acknowledges that some ways of using drugs are clearly safer than others.
- Establishes quality of individual and community life and well-being—not necessarily cessation of all drug use—as the criteria for successful interventions and policies.
- Calls for the non-judgmental, non-coercive provision of services and resources to people who use drugs and the communities in which they live in order to assist them in reducing attendant harm.
- Ensures that drug users and those with a history of drug use routinely have a real voice in the creation of programs and policies designed to serve them.
- Affirms drugs users themselves as the primary agents of reducing the harms of their drug use, and seeks to empower users to share information and support each other in strategies which meet their actual conditions of use.
- Recognizes that the realities of poverty, class, racism, social isolation, past trauma, sex-based discrimination and other social inequalities affect both people’s vulnerability to and capacity for effectively dealing with drug-related harm.
- Does not attempt to minimize or ignore the real and tragic harm and danger associated with licit and illicit drug use.

### **Stages of Change**

A useful tool for understanding how to work effectively with participants is a theory of change known as the Transtheoretical Model. This model describes five stages of change, which are designed to help professionals understand participants, in particular those with addiction problems, and motivate them to change.

#### Stage 1: Precontemplation (Not Ready)

People at this stage do not intend to start the healthy behavior in the near future (within 6 months) and may be unaware of the need to change. People here learn more about healthy behavior: they are encouraged to think about the pros of changing their behavior and to feel emotions about the effects of their negative behavior on others. Precontemplators typically underestimate the pros of changing, overestimate the cons, and often are not aware of making such mistakes. One of the most effective steps that others can help with at this stage is to encourage them to become more mindful of their decision making and more conscious of the multiple benefits of changing an unhealthy behavior.

### Stage 2: Contemplation (Getting Ready)

At this stage, participants are intending to start the healthy behavior within the next 6 months. While they are usually now more aware of the pros of changing, their cons are about equal to their pros. This ambivalence about changing can cause them to keep putting off taking action. People here learn about the kind of person they could be if they changed their behavior and learn more from people who behave in healthy ways. Others can influence and help effectively at this stage by encouraging them to work at reducing the cons of changing their behavior.

### Stage 3: Preparation (Ready)

People at this stage are ready to start taking action within the next 30 days. They take small steps that they believe can help them make the healthy behavior a part of their lives. For example, they tell their friends and family that they want to change their behavior. People in this stage should be encouraged to seek support from friends they trust, tell people about their plan to change the way they act, and think about how they would feel if they behaved in a healthier way. Their number one concern is: when they act, will they fail? They learn that the better prepared they are, the more likely they are to keep progressing.

### Stage 4: Action

People at this stage have changed their behavior within the last 6 months and need to work hard to keep moving ahead. These participants need to learn how to strengthen their commitments to change and to fight urges to slip back. People in this stage progress by being taught techniques for keeping up their commitments such as substituting activities related to the unhealthy behavior with positive ones, rewarding themselves for taking steps toward changing, and avoiding people and situations that tempt them to behave in unhealthy ways.

### Stage 5: Maintenance

People at this stage changed their behavior more than 6 months ago. It is important for people in this stage to be aware of situations that may tempt them to slip back into doing the unhealthy behavior—particularly stressful situations.

## **Doing What it Takes**

Abode Services utilizes an assertive “Do Whatever it Takes” approach. This is characterized by the team assuming the responsibility to do whatever needs to be done to assist a participant in meeting his or her individual goals, services and treatment needs. The team consistently provides the energy, persistence, and unconditional support that participants need to develop, try and evaluate effective strategies and interventions to meet their individual aspirations, treatment and rehabilitation. This philosophy plays out differently in each program as the resources and the interventions vary program to program. The idea behind it, which applies throughout the agency, is that we engage with participants creatively.

## Principles of Effective Referrals

Referrals made to participants should be governed by certain fundamental principles that can be remembered through use of the following acronym.

- C – Participant-centered
- E – Efficient (coordinated)
- A – Accessible
- S – Safe (confidential)
- E – Effective (competent)

## Progress Notes

An integral component of the responsibilities of services team members is to maintain accurate and up to date progress notes.

Purpose: The purpose of progress notes is to record what happened during an encounter, describe the interventions utilized, and discuss the next steps or items to be addressed or worked on. Progress notes are a tool to help staff reflect on the participant's progress. It is critical to provide a concise account of the work done for other staff members to refer to.

Special Circumstances and Crisis: When documenting a Child Protective Services call or note relating to some sort of crises, such as suicide assessment, violence, break in, etc., the information should be documented as soon as possible. If a report is being made to a third party (police, CPS, etc.) be sure to record all relevant information: name of person taking report, ID or badge number, confirmation number or report number.

*For example:* if a CPS report is being made the staff person should note the date and time of the call, the name of the person receiving the report (and possibly ID#) at the reporting agency, and the outcome of the call.

Documenting a Crisis: During a crisis, the Service Coordinator should do the following:

- Print the Progress Note. In the progress note, the Service Coordinator should include the name/number of the Designated County Worker (Police, CPS, etc.) who was consulted. In the notes the Service Coordinator should include the County Worker's response.
- Complete an Agency [Incident Report](#) (Attachment 3) and attach to the Progress Note.
- Submit the Progress Note with the completed Agency Incident Report to the Program Manager within 48 hours
- The Program Manager will review and sign the documents.
- The Program Manager will submit the signed documents to the Director overseeing the program.
- The Program Manager or Director will return the signed documentation to the Service Coordinator.

- The Service Coordinator will file the documents in the participant's file

### **Suicide Assessment and Intervention Procedure**

At times a participant may give an indication that he or she is suicidal. The information below is intended to help you to assess risk for suicide and determine how to respond. If you believe a participant could be suicidal, whenever possible, speak with your manager immediately. Do not hesitate to ask for assistance from another supervisor or more experienced service coordinator or clinician if your manager is unavailable.

#### Risk Assessment

The following questions can help you assess suicide risk:

1. Remember to emphasize that you care about the person and are worried about them. Avoid making judgmental statements i.e. Suicide would be wrong, etc.
2. What's going on today that is making you think about hurting or killing yourself?
3. Where are you?
4. When you say (*use participant's language here to describe their plan to harm themselves*) do you mean you are thinking of hurting or killing yourself?
5. Have you been having thoughts of hurting or killing yourself?
6. If you were to hurt yourself or attempt suicide, how would you do it?
7. Do you have the means to do it? If not, how would you get the means?
8. Do you have any hope that things might get better?
9. What could you do to make things better?
10. What other options do you have?
11. Who can you go to for help if you are feeling out of control?

Additional risk factors and warning signs of suicide include:

1. Prior suicide attempts
2. Drug and alcohol use
3. Mental health issues especially clinical depression -- deep sadness, loss of interest, trouble sleeping and eating -- that gets worse
4. Specific statements like "I'm done", "I can't do this anymore", "It would be better if I wasn't here" or "I want out" etc.
5. Losing interest in things one used to care about
6. Making comments about being hopeless, helpless, or worthless
7. Putting affairs in order, tying up loose ends, giving things away
8. Sudden, unexpected switch from being very sad to being very calm or appearing to be happy
9. Talking about suicide or killing oneself
10. Visiting or calling people to say goodbye
11. Isolating oneself
12. Always talking or thinking about death

If you assess that the person is in imminent risk of harming themselves (they have intent, a plan and means or can easily obtain the means), then:

1. Call 911 IMMEDIATELY. Always better to err on the side of safety! Relationships will mend over time!!! The police can also do wellness checks on participants if you are unsure if someone is in imminent danger or not.
2. Call your immediate supervisor or your supervising Director (only if your supervisor is not available) to report the incident or for additional support.
3. Document the incident in the participant's chart. This should happen within a few hours of the incident for liability reasons.
4. Complete an agency incident report and submit to your immediate supervisor (or designee) within 24 hours.
5. Debrief with immediate supervisor, clinical supervisor or designee within 72 hours.

If you assess that the person is not at imminent risk of harming themselves then:

1. Assist the participant with developing a Suicide Safety Plan.
2. Make an appointment to meet with the person again within the next 24-48 hours. RE-ASSESS!!!
3. If you're not sure if person is in imminent danger, then contact the following people/agencies for support:
  - 1<sup>st</sup>: Call immediate supervisor or designee
  - 2<sup>nd</sup>: Crisis Support for Consultation –
    - Alameda County: 1-800-309-2131
    - Santa Clara County: 1-855-278-4204
    - Santa Cruz County: 1-831-454-4170
  - 3<sup>rd</sup>: Other department supervisor or clinician
4. Call your immediate supervisor or designee to report the incident.
5. Document the incident in the participant's chart. This should happen within a few hours of the incident.
6. Complete an agency incident report and submit to your immediate supervisor (or designee) within 24 hours.
7. Debrief with immediate supervisor, clinical supervisor or designee within 72 hours.

#### Child Protective Services and California Child Abuse Reporting Laws

All staff while in their roles are designated as mandated reporters by both federal and state law. If a staff person hears or is witness to any form of sexual, emotional or physical abuse, neglect, willful cruelty or unjustified punishment of a minor under the age of 18, the staff member must make the report immediately (or as soon as practically possible) by phone. A written report must be submitted within 36 hours of receiving the information to Child Protective Services. Staff must inform their supervisor as soon as possible so as to receive support through the process.

The Penal Code (P.C.) defines child abuse as: "a physical injury inflicted by other than accidental means on a child by another person." It also includes emotional abuse, sexual abuse, neglect, or

abuse in out-of-home care. Child abuse does not include a “mutual affray between minors,” “reasonable and necessary force used by a peace officer” under specified circumstances, or spanking that is reasonable and age appropriate and does not expose the child to risk of serious injury. (P.C. 11165.6, Welfare and Institutions Code (W&IC) Section 300.)

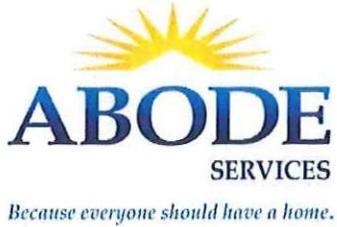
### **Behavioral Contracts**

If a participant’s behavior is placing their housing or ongoing participation in the program in jeopardy, it can be beneficial to create a Behavioral Contract that outlines the ongoing expectations of the participant. The contract can include provisions related to:

- Engagement with support services, such as regular meetings with the Service Coordinator or other providers
- Timely payment of rent
- Goal attainment such as meeting agreed upon objectives related to employment or education
- Other relevant behavioral issues such as refraining from violence, respecting building quiet hours or compliance with visitor policies.

Attachment 1:

Request for a Reasonable Accommodation



**REQUEST FOR REASONABLE ACCOMMODATION or MODIFICATION**

Head of Household: \_\_\_\_\_ Program/ Site: \_\_\_\_\_

The following household member is an individual with a disability as defined by federal and state fair housing laws [(a) has a physical or mental impairment that substantially limits one or more life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment]:

Name: \_\_\_\_\_

As a result of this disability, I am requesting the following reasonable accommodation or modification for my household (please check one or more options below).

\_\_\_ *A change in the Eligibility Screening Criteria, as it relates to:*    Rental history    Criminal history    Other

\_\_\_\_\_

\_\_\_ *Unit Modification or Unit Transfer: Please specify below:*

\_\_\_\_\_

\_\_\_ *Other: Please specify below (attach additional pages if necessary):*

\_\_\_\_\_

I/We need this reasonable accommodation so that I/we can:

\_\_\_\_\_

You may verify that \_\_\_\_\_ has a disability and the need for this request by contacting:

Name and Title, Agency/Clinic/Facility: \_\_\_\_\_

Address, Telephone, Fax: \_\_\_\_\_

\_\_\_ Disability Verification Attached (Resident/Participant Must Provide Documentation of Disability)

*I give you permission to contact the above individual for purposes of verifying that I have (or a*

*household member has) a disability and a need for the reasonable accommodation or modification requested above. I understand that the information you obtain will be kept confidential and used solely to determine if the accommodation or modification request will be granted.*

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Date: \_\_\_\_\_

Staff/ Manager Recommendation:  Approve  Deny

Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_

Manager Signature \_\_\_\_\_

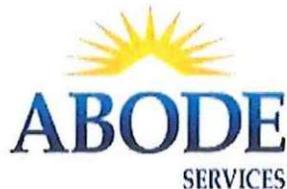
Notes: \_\_\_\_\_

504 Compliance Officer:  Approve  Deny Signed \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 2:

Grievance Policy



**PARTICIPANT GRIEVANCE POLICY WHAT**

**TO DO IF YOU HAVE A GRIEVANCE**

If you have a complaint about the performance of **Abode Services'** staff, program decisions, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to the Manager/Director of the program you are participating in. The Manager/Director shall meet with you or provide you with a written response to your written complaint within 5 (5) working days of the meeting or receipt of your written complaint.
3. If you are still unsatisfied with the decision made, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to Abode Services Executive Director or her/his designee. The Executive Director or her/his designee shall meet with you or provide you with a written response to your written complaint within 5 (5) working days of the meeting or receipt of your written complaint.

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

\_\_\_\_\_  
Participant Name Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

Attachment 3:

Incident Report Form



**Incident Report Form**

Person making report \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Date of incident \_\_\_/\_\_\_/\_\_\_ Time \_\_\_\_\_

Location of incident \_\_\_\_\_

Individuals involved \_\_\_\_\_

Brief factual description of incident \_\_\_\_\_

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Critical Incident Debriefing (date) \_\_\_\_\_

**Public agencies contacted regarding this incident:**

Police\_ Fire\_ CPS\_ Other, please specify \_\_\_\_\_

**Copy to (check all that apply):**

Supervisor\_\_\_Program Manager\_\_\_Clinical Supervisor \_\_\_  
Program Director Operations Manager \_\_\_

Follow up on Incident (please note any follow up activities, plans and/or referrals)

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**\*For staff incidents involving clients; please do not identify client by name in report**

Staff Reporting Incident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Program Manager/ Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Chief Operating Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Notes:

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Attachment 4:

Sample Lease

Attachment 5:

House Rules

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Attachment 6:

Sample Housing Notices

including

Sample Notice of Right to Reclaim Property  
Sample Notice of Belief of Abandonment  
Sample Three-Day Notice to Pay Rent or Quit  
Sample Notice of Lease Violation

Sample Notice of Belief of Abandonment

[Date]

[Resident Name]

[Address – Full Street, Unit, City, State, and Zip]

Re: Notice of Belief of Abandonment

This notice is given pursuant to Section 1951.3 of the California Civil Code concerning the real property leased by you at [insert full address].

The rent on this property has been due and unpaid for 14 consecutive days and the landlord believes that you have abandoned the property. The real property will be deemed abandoned within the meaning of Section 1951.2 of the California Civil Code and your lease will terminate on [Insert Date – ten days after notice is served], unless before such date the undersigned receives at the address indicated below a written notice from you stating both of the following:

- 1) Your intent not to abandon the property; and
- 2) An address at which you may be served by certified mail any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by your lease, and your failure to do so can lead to a court proceeding against you.

Notice of your intention not to abandon the unit at [insert full apartment address] should be provided to [insert name and full address of person to whom notice should be sent]

Sincerely,

[Landlord]

[Landlord business address]

Sample Three-Day Notice to Pay Rent or Quit

[Date]

[Resident Name]

[Address – Full Street, Unit, City, State, and Zip]

Re: Three Day Notice to Pay Rent or Quit

Dear [Resident Name] and All Other Occupants:

Please take notice, hereby given, that pursuant to the agreement by which you hold possession of the above-described premises, there is not due and unpaid rent for said premises in the total sum set forth below, being the rent that became due on the following dates for the following periods, in the amount stated:

<u>Date Due</u>	<u>Period for Which Due</u>	<u>Amount Due</u>
[Insert date due]	[Insert period]	[Insert amount due]

You are hereby required, on or before [Insert Date – Three Days after notice given], and in no event later than three days from the date of service on you of this notice, to pay said rent in full, or to deliver up possession of said premises to the undersigned or his/her designated representative, or legal proceedings will be commenced against you to recover possession of said premises, to declare said agreement for possession forfeited, and to recover court costs and attorneys' fees for the unlawful detention of the premises. At that time you may present a defense.

The undersigned elects to and hereby does declare a forfeiture of the lease, rental agreement or tenancy under which you occupy the above-described premises, if the rent is not paid in full on or before the date specified above.

Please be advised that you have three days within which to meet and discuss with the administrator of this notice the proposed termination of your residency. Persons with a disability have the right to request reasonable accommodation to participant in the hearing process. You may only be evicted as a result of a judicial proceeding and if a judicial proceeding for eviction is instituted you may present a defense.

Sincerely,

[Administrator or Attorney]

[Contact Information]

Sample Notice of Lease Violation

(FIRSTNOTICE)

[Date]

[Resident Name] [Address]

Re: Notice of Lease Violation

Dear [Resident Name]:

Your lease provides:

[Quote portion of the lease indicating the rule that was broken, such as "the tenant agrees not to make noises that will disturb the rights or comfort of neighbors. The tenant agrees to keep the volume of any radio, television, or other device at a level that will not disturb neighbors."]

On [insert date], it was observed that [Describe incident in detail, such as "Between 11:00 PM and 1:00 AM, you and your guests were playing loud music in the front of your apartment, and conversing loudly on the front stoop. Neighbors made repeated requests that you reduce the volume of your music and social indoors, but the noise and disturbance did not subside until 1:00 AM."]

Further disturbances of this nature must cease immediately. Further violations of your lease may result in legal actions taken, including termination of your lease and/or initiating an eviction lawsuit against you.

Thank you for your cooperation. Sincerely,

[Name]

[Contact Information]

## **7. Transportation Access & Local Amenities List**

### **Grocery**

1. Safeway (0.28 mi) Grocery Store

### **Health**

2. Momentum for Mental Health (0.27 mi) Mental Health Clinic
3. Planned Parenthood (0.84 mi) Health Clinic
4. Lenzen Community Health Center (1.29 mi)

### **Laundry**

5. The Alameda Laundromat (0.07mi.)

### **Public Library**

6. Rose Garden Branch Library (0.92 mi)

### **Public Parks**

7. Newhall Park (0.36 mi) Public Park
8. Rose Garden (0.91 mi) Park

### **Recreation**

9. Central YMCA (0.8 mi) Fitness/Community Center

### **Restaurants**

10. Subway (0.16 mi)- Restaurant
11. Taco Bell (0.24 mi) Restaurant

### **Transportation**

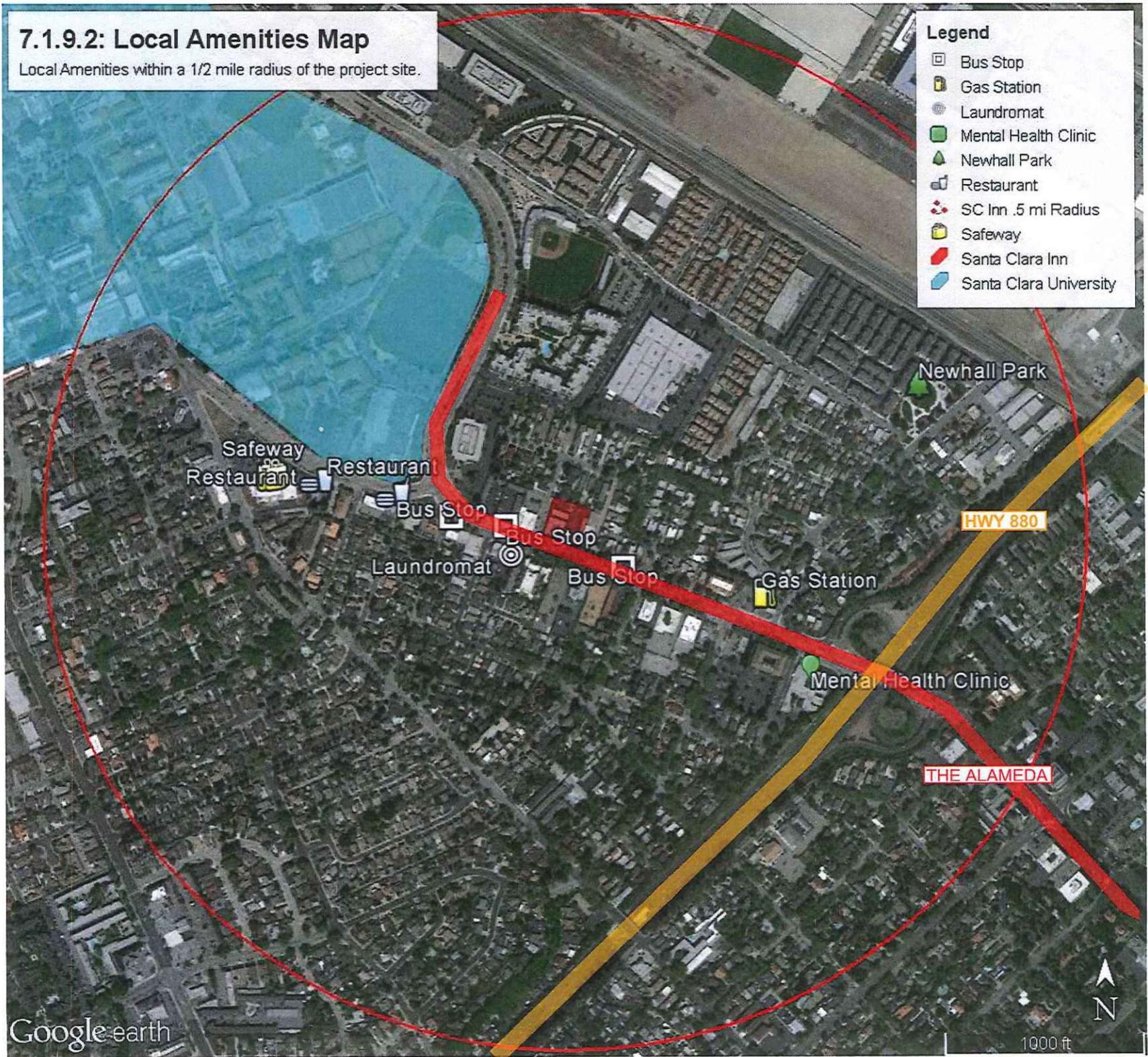
12. The Alameda & Portola Bus Stop (0.1mi)
  - a. Bus Line 22: Approximately every 15 minutes

### 7.1.9.2: Local Amenities Map

Local Amenities within a 1/2 mile radius of the project site.

**Legend**

- Bus Stop
- Gas Station
- Laundromat
- Mental Health Clinic
- Newhall Park
- Restaurant
- SC Inn .5 mi Radius
- Safeway
- Santa Clara Inn
- Santa Clara University



## **Service Plan**

### **Description of Population**

The Casa De Novo Residential Hotel is an 56 unit supportive and affordable housing project in San Jose. 27 of the units will be used to temporarily house homeless individuals and families who have permanent housing established. Referrals for the temporary motel stays will come directly from local service providers. 28 units will be used to house residents that are generally Extremely Low Income (30% AMI or below). The Casa De Novo residents consist of both single persons and family households. There is one unit that is used for the resident manager. The service provider for this project will be Abode Services, with additional support from existing programs such as South County Mental Health, Down Town Streets Team, etc.

### **Supportive Services Philosophy:**

Abode Services utilizes the "Housing First" Community Model to deliver services to residents in their supportive housing complexes. This model offers a range of employment, recovery and supportive services, all under a "no-fail" philosophy, to residents to pursue their futures and take control of their own lives. This form of engagement does not require that a resident overcomes all of their barriers as a precondition for entering housing, and is accepted as a best practice by the U.S. Department of Housing and Urban Development and by homeless policy organizations across the country. The Community Model takes a "harm reduction" approach that meets individuals where they are and works to minimize the harmful effects of mental illness and substance abuse disorders. This approach emphasizes the building of trust between residents and service providers, which allows residents to access services and stabilize their lives in a non-threatening way.

### **Supportive Services Plan:**

Supportive services will be tailored to the needs of each person. Experienced Services Coordinators will be available to residents during daily drop in hours or by appointment to help residents access a wide range of supportive services.

For motel residents Abode Services will engage each person by obtaining a copy of ISP as composed by referring service provider and collaborate in steps to follow the plan and make adjustments as needed. We will work to establish a clear timeline and collaboration to secure housing upon exit and explore back up housing options. Services coordinators will collaborate with the resident to navigate the intake interviews, applications and/ or paperwork with property management as this can be very intimidating and overwhelming. To eliminate barriers for people to move into their permanent unit Abode will also help with down payment and furniture. Travel



activities for the resident, such as acquiring documents required for housing (ID, social security card, birth certificate, etc), employment or vocational training, benefits acquisition, and community referrals and linkage. Through Abode Services' experiences, it has found that true engagement occurs when residents are active participants in identifying and achieving their personal goals, however small they may seem. Through our housing experience, it is clear that residents who have meaningful activities planned in their day, whether it is something traditional such as employment or as untraditional as guitar lessons, are more likely to succeed in housing. They are also more likely to engage service providers in long term goal setting when smaller, more tenant driven goals are first met. This method supports the recovery and resiliency philosophy, which Abode Services supports wholeheartedly. In addition, community activities will be encouraged to foster community trust and informal support networks.

### Meetings

- Service Provider will conduct weekly Coordination meetings with Property Management's on site staff regarding ongoing services and property management activities.
- Service Provider will conduct Quarterly Operational meetings with Management for resident services issues and Property Management on site staff. Topics to include but not limited to:
  - Report from Property Management staff to Service Provider regarding issues/concerns that may impact specific residents' housing status;
  - Report from Service Provider to Property Management on steps to mitigate issues/concerns that may impact specific residents' housing status.

**SUPPORTIVE SERVICES CHART**  
 Site: Casa de Novo  
 Primary Service Provider: Abode Services

<b>Supportive Service</b>	<b>Target Population</b>	<b>Service Provider</b>	<b>Service Location</b>
Create or Obtain an Individual Service Plan Development	All Households	Abode Services	On-site
Case Management	All Households	Abode Services	On-site & off-site as needed
Life-Skills development	All Households	Abode Services/External service Providers	On-site & off-site as needed
Employment Assistance	All Households	Abode Services	On-site & off-site as needed
Peer-to-Peer Support	All Households	Abode Services	On-site & Off-site as needed
Housing Stability Support	Permanent Supportive Households	Abode Services	On-site
Housing Navigation Support	Motel residents	Abode Services	On-site & Off-site
Community Activities	All Households	Abode Services	On-site & off-site as needed
Financial Literacy	All Households	Abode Services/ External Service Provider	On-site/Off-site
Drug & Alcohol Services	All Households	Abode Services & Other Mental Health Providers	On-site & offsite as needed
Health Education & Activities	All Households	Abode Services & Community Referrals	On-site & offsite as needed
Recreational /Educational/ Community Activities	All Households	Abode Services & Community Referrals	On-site & offsite as needed
Conflict Resolution & Mediation	All Households	Abode Services	On-site
Food and Clothing	All Households	Abode Services	On-site & Offsite

**Reports and Outcomes:**

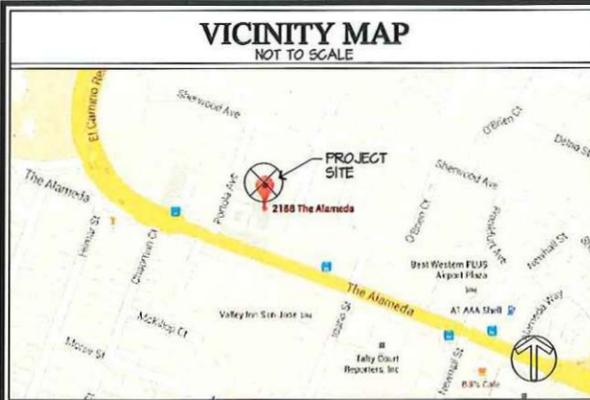
City of San Jose Outcome Services Report Annual – Abode Staff  
Housing Authority report Annual – Abode Staff

All Outcome Measurements help achieve the following goals:

- A. Achieve a high rate of housing retention for the community within the permanent housing units.
- B. Increase skills and income of residents within the permanent housing units.
- C. Achieve greater self-determination for all residents.
- D. Support parents and their children in all households.

Reporting Measures :

- 1. Number of case management sessions per month
- 2. Number of individuals served per month
- 3. Number of people who are document ready for permanent housing upon exit from Casa de Novo
- 4. Number of people that exit into “more stable housing” (Permanent Housing, Transitional Housing, Rapid Re-Housing, or Shared Housing)



# CONDITIONAL USE PERMIT SUBMITTAL

## CASA DE NOVO 2188 THE ALAMEDA SAN JOSE, CA

### ZONING INFORMATION

A PLANNED DEVELOPMENT (PD) COMBINING DISTRICT CONFORMS TO THE GENERAL PLAN DESIGNATION WHERE THE USES PERMITTED BY THE GENERAL DEVELOPMENT PLAN FOR SUCH PROPOSED DISTRICT CONFORM TO GENERAL PLAN DESIGNATION AND WHERE THE BASE ZONE THEREOF CONFORMS TO SAID DESIGNATION IN ACCORDANCE WITH THE FOREGOING TABLE.

THE ENVISION SAN JOSE 2040 PLAN DESIGNATES THE SITE AS:  
**NEIGHBORHOOD/COMMUNITY COMMERCIAL.**

THIS DESIGNATION SUPPORTS A VERY BROAD RANGE OF COMMERCIAL ACTIVITY, INCLUDING COMMERCIAL USES THAT SERVE THE COMMUNITIES IN NEIGHBORING AREAS, SUCH AS NEIGHBORHOOD SERVING RETAIL AND SERVICES AND COMMERCIAL/PROFESSIONAL OFFICE DEVELOPMENT. NEIGHBORHOOD / COMMUNITY COMMERCIAL USES TYPICALLY HAVE A STRONG CONNECTION TO AND PROVIDE SERVICES AND AMENITIES FOR THE NEARBY COMMUNITY AND SHOULD BE DESIGNED TO PROMOTE THAT CONNECTION WITH AN APPROPRIATE URBAN FORM THAT SUPPORTS WALKING, TRANSIT USE AND PUBLIC INTERACTION. GENERAL OFFICE USES, HOSPITALS AND PRIVATE COMMUNITY GATHERING FACILITIES ARE ALSO ALLOWED IN THIS DESIGNATION.

#### SUPPORTIVE HOUSING

SJ MUNICIPAL CODE 20.200.542 - HOTEL SUPPORTIVE HOUSING.

\*HOTEL SUPPORTIVE HOUSING\* IS A PROVISIONAL AND INCIDENTAL RESIDENTIAL USE IN AN EXISTING COMMERCIAL HOTEL OR MOTEL BUILDING, WHERE NOT MORE THAN FORTY NINE PERCENT OF THE UNITS, NOR MORE THAN FORTY NINE PERCENT OF THE HOTEL OR MOTEL BUILDING FLOOR AREA IS USED AS SUPPORTIVE HOUSING IN ACCORDANCE WITH PART 22 OF CHAPTER 20.80.

**THIS CUP APPLICATION IS IN COMPLIANCE WITH THE CURRENT ZONING.**

### CODE INFORMATION

DESCRIPTION OF USE:	MOTEL / SUPPORTIVE HOUSING
OCCUPANCY:	TRANSIENT, RI, NON-TRANSIENT R-2
NO. OF STORIES:	TWO STORIES
TYPE OF CONSTRUCTION:	V-B
SPRINKLERS:	NO

### SCOPE OF WORK

DESIGNATE 61 EXISTING ROOMS AS: 28 MOTEL ROOMS, 21 SUPPORTING HOUSING UNITS, 1 ON-SITE MANAGER UNIT, 4 ACCESSORY OFFICES, AND 1 LAUNDRY ROOM.

### ZONING ANALYSIS

PER SAN JOSE MINI CODE 20.200.542 THE TOTAL NUMBER OF SUPPORTIVE HOUSING UNITS SHALL BE LESS THAN 49% OF TOTAL GUEST ROOMS.

TOTAL PROPOSED SUPPORTIVE HOUSING UNITS (SHU)	= 21
TOTAL GUEST UNITS	= 56

21 / 56 = 37.5% < 49%, THEREFORE IT COMPLIES

PER SAN JOSE MINI CODE 20.200.542 THE TOTAL AREA OF THE SHU'S SHALL NOT EXCEED 49% OF THE TOTAL BUILDING AREA.

TOTAL BUILDING AREA (APPROX.)	BUILDING A = 9,196
	BUILDING B = 6,957
	BUILDING C = 4,192
	TOTAL = 20,345 SQ. FT.

TOTAL SHU AREA (APPROX.) = 9,860 SQ. FT.

9,860 / 20,345 = 48%, THEREFORE IT COMPLIES

#### ON-SITE MANAGEMENT:

IN ACCORDANCE WITH CALIFORNIA STATE LAW, A MANAGER WILL RESIDE ON THE PREMISES AND TAKE CHARGE OF THE MANAGEMENT OF EVERY HOTEL. THE ON-SITE MANAGER WILL LIVE IN BUILDING C IN THE UNIT SPECIFIED ON SHEET I-B.

#### PARKING:

FURSUANT TO SECTION 20.80.22 OF THE SPECIFIC USE REGULATIONS FOR THE HOTEL SUPPORTIVE HOUSING REQUIREMENTS, A MINIMUM OF 0.35 PARKING SPACES PER ROOM ARE REQUIRED. THE SITE CURRENTLY HAS 53 PARKING SPACES AND IS IN COMPLIANCE WITH THE REGULATION. SEE SHEET ASI FOR MORE INFORMATION.

### SHEET INDEX

SHEET TITLE	SHEET NUMBER
GENERAL	
TITLE SHEET	TS
SITE PLAN	AS1
SITE PHOTOS	AS2
ARCH	
FIRST FLOOR PLAN DIAGRAM	I-1A
SECOND FLOOR PLAN DIAGRAM	I-1B

### CONTACT LIST

<b>OWNER</b> ALLIED HOUSING 40841 FREMONT BLVD. FREMONT, CA, 94538 PH: (408) 620-5664	STEPHAN JACKSON
<b>ARCHITECT</b> SDG ARCHITECTS, INC. 3361 WALNUT BLVD., SUITE 120 BRENTWOOD, CA 94513 PH: (425) 634-1000 FX: (425) 634-8020	LANCE GRANNELL, AIA

### REQUIRED PLANS FOR C.U.P.

TITLE SHEET	SEE TS
SITE PLAN (BASIC)	SEE AS1
STORMWATER CONTROL PLAN	N/A - NO CHANGE
STORMWATER/HYDRO. PLAN	N/A - NO CHANGE
BUILDING AND SITE PHOTOS	SEE AS2
FLOOR PLANS	SEE I-1A AND I-1B
LANDSCAPE PLAN	N/A - NO CHANGE
LIGHTING PLAN	N/A - NO CHANGE
OTHER DETAILS	N/A - NO CHANGE

### SUMMARY OF REVISIONS

NO.	DESCRIPTION

### STREET VIEW AT THE ALAMEDA



**FRONT VIEW**



**SDG Architects, Inc.**  
Architecture / Planning

3361 Walnut Blvd. Ste. 120  
Brentwood, CA 94513  
(925) 634-7000  
FAX: (925) 634-8020

**CASA DE NOVO  
ALLIED HOUSING  
2188 THE ALAMEDA  
SAN JOSE, CA**

510125

### TITLE SHEET

#### REVISIONS

SET DATE	04/06/2016
ISSUE DATE	CUP EXHIBIT
SCALE	AS NOTED
DRAWN	JKR
JOB	505.003
PM	MT    QC    HT    OL    TW

**GENERAL - SHEET**

**TS**





**SITE PHOTOS  
FACING PORTOLA AVE.**  
SCALE: NTS



**SITE PHOTOS  
FACING THE ALAMEDA**  
SCALE: NTS



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**SITE PHOTOS**

**REVISIONS**

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PM	GG	MT	OL JKR

**GENERAL - SHEET**

**AS2**

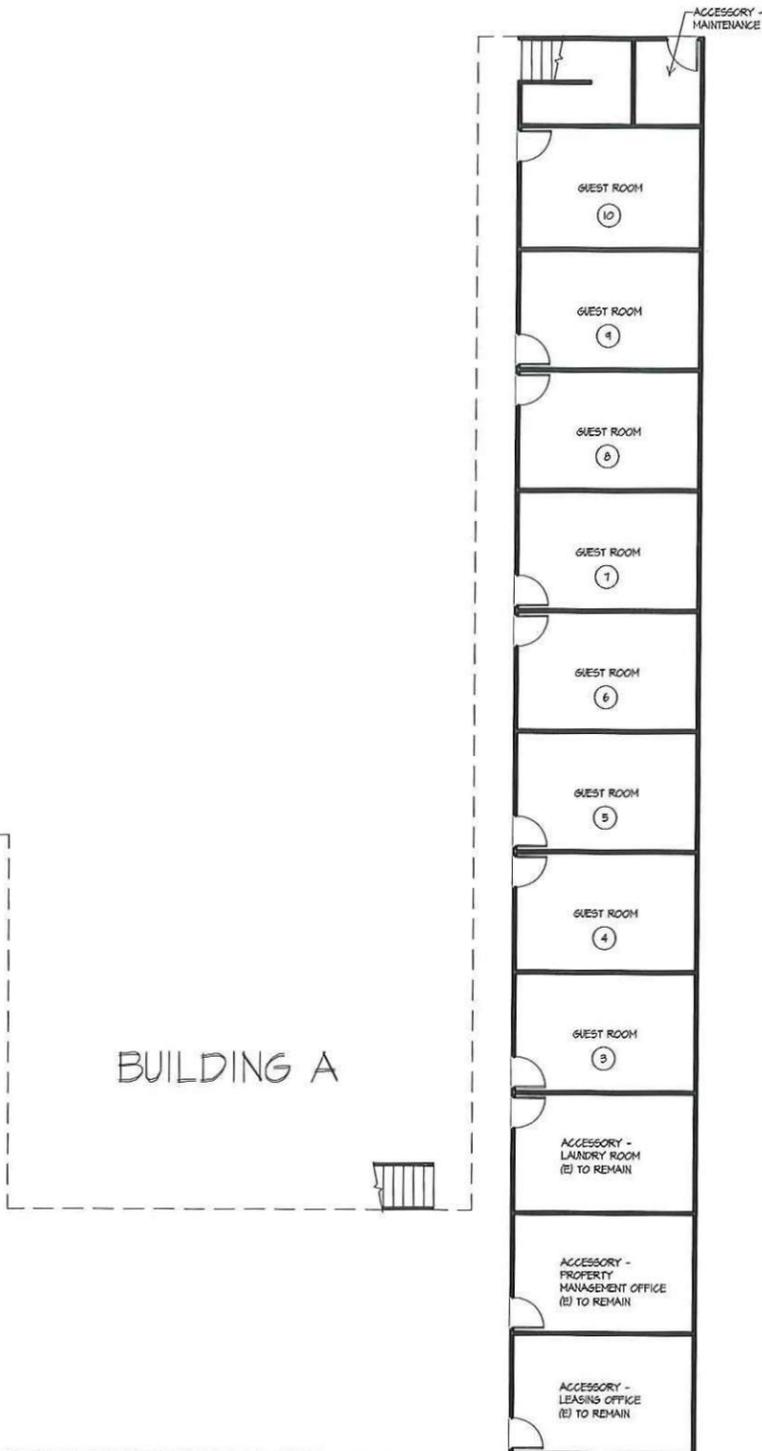
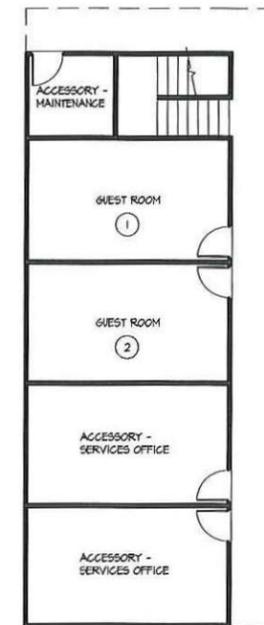
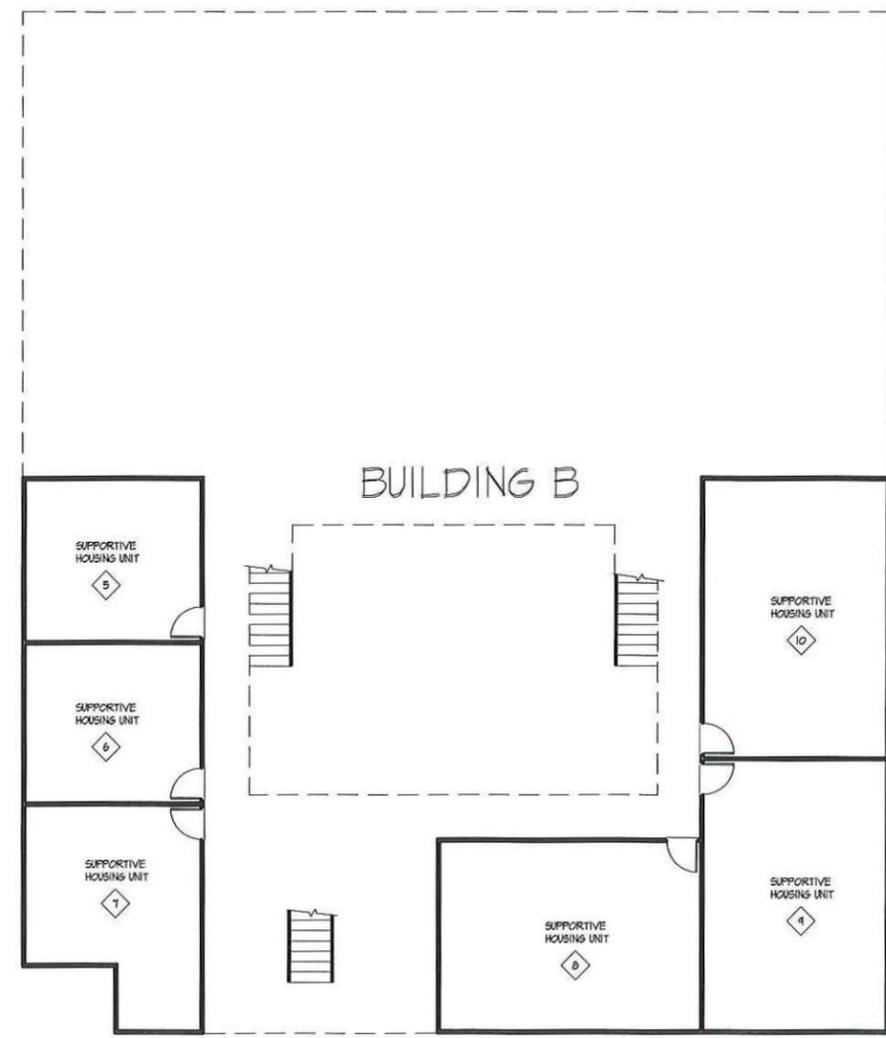
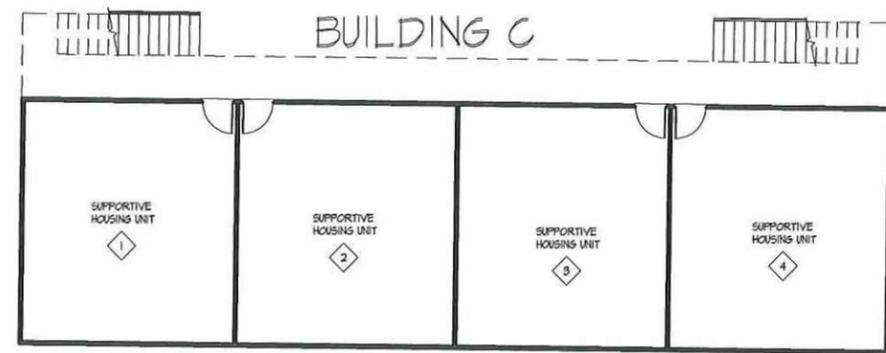
**DO NOT SCALE THESE DRAWINGS**

UNIT COUNT	
1	MANAGER UNIT
21	SHU
28	GUEST UNITS
56	TOTAL UNITS
2	ACCESSORY OFFICES
58	TOTAL



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 2188 THE ALAMEDA  
 SAN JOSE, CA**



**FIRST FLOOR  
 PLAN DIAGRAM**  
 SCALE: N.T.S.

**CASA DE NOVO  
 FIRST FLOOR PLAN  
 DIAGRAM**

REVISIONS

SET DATE	04/06/2016
ISSUE DATE	CUP EXHIBIT
SCALE	AS NOTED
DRAWN	JJR
JOB	505,009
PM	MT
QC	MT
OL	TW

ARCH - SHEET  
**1-1A**

152302.dwg Project: 505009 - 2188 THE ALAMEDA - 1st FLOOR PLAN DIAGRAM - 04/06/2016 - 11:40:00 AM - 11/16/16

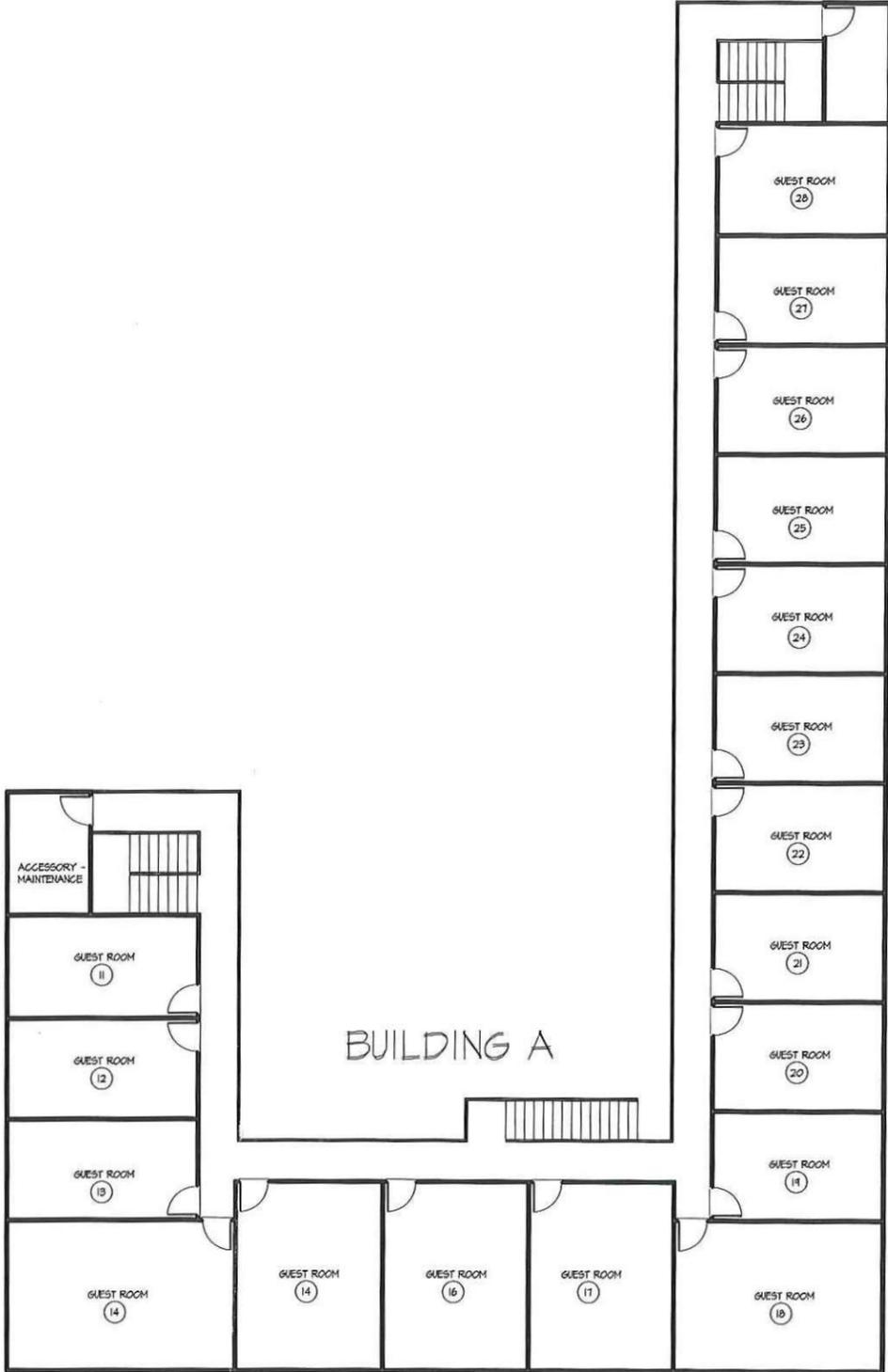
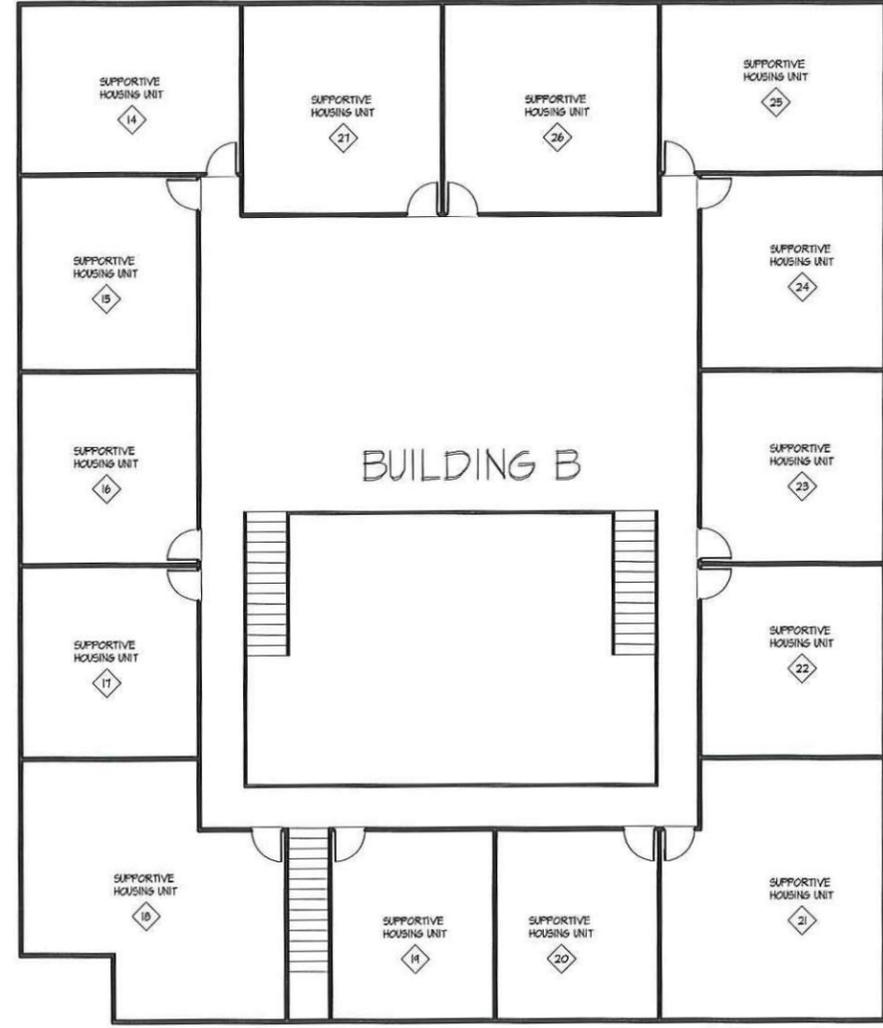
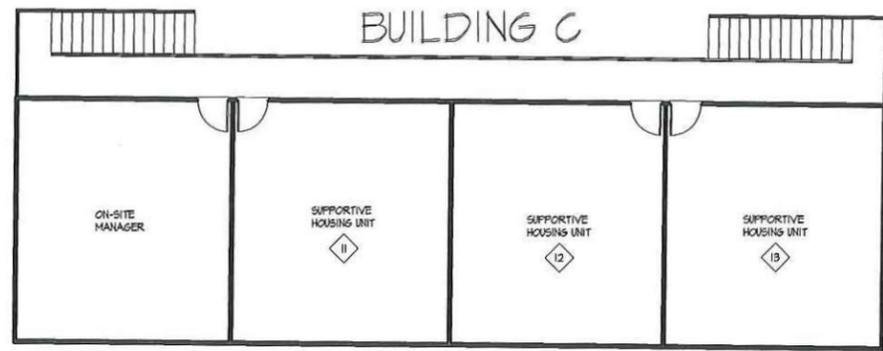
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**SECOND FLOOR  
PLAN DIAGRAM**  
SCALE: 1/8" = 1'-0"

**CASA DE NOVO  
SECOND FLOOR  
PLAN DIAGRAM**

REVISIONS

SET DATE	04/06/2016
ISSUE DATE	CUP EXHIBIT
SCALE	AS NOTED
DRAWN	JKR
JOB	505.003
PM	GC MT OL TN

ARCH - SHEET  
**1-1B**

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