



Housing Authority of the
County of Alameda

22941 Atherton Street, Hayward, CA 94541

Tel. 510.538.8876 TDD 510.727.8551 Fax 510.537.8236 www.haca.net

HOUSING COMMISSION AGENDA

Regular Meeting: April 13, 2016

Time: 8:00 a.m.

HACA Board Room, 22941 Atherton Street, Hayward, CA 94541

The public is welcome at all Housing Commission meetings. If you wish to speak on a matter NOT on the Agenda, please file a Public Comment card with the Commission Clerk. Upon recognition by the Chairperson during Public Comment, state your name, comments and/or questions. Anyone wishing to address the Commission on an agenda item or on business introduced by the Housing Commission may do so when the Chairperson calls for comments on the agenda item. Please be brief and limit your comments to the specific subject under discussion. NOTE: Only matters within the Housing Commission's jurisdiction may be addressed.

To allow the opportunity for all to speak, a time limit of 3 minutes has been set for public speakers wishing to address the Housing Commission. The Chairperson has the discretion to further limit this time if warranted by the number of speakers.

The Housing Commission Secretary of the Housing Authority of the County of Alameda has, on Thursday, April 7, 2016, duly distributed this Agenda to the Clerk of the Board of Supervisors for posting in the office of the Alameda County Administration Building and has posted it on the bulletin board of the Housing Authority of the County of Alameda.

AMERICANS WITH DISABILITIES: In compliance with the Americans with Disabilities Act, if special assistance to participate in this meeting is needed, please contact the Housing Authority office at (510) 727-8511. Notification at least 48 hours prior to the meeting will enable the Housing Authority to make reasonable arrangements.

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MINUTES
March 9, 2016



Housing Authority of the
County of Alameda

HACA AGENDA ITEM NO.: 3.

22941 Atherton Street, Hayward, CA 94541

Tel. 510.538.8876 TDD 510.727.8551 Fax 510.537.8236 www.haca.net

**HOUSING COMMISSION MINUTES
REGULAR MEETING: MARCH 9, 2016
HACA BOARD ROOM, 22941 ATHERTON STREET, HAYWARD, CA 94541**

SUMMARY ACTION MINUTES

1. CALL TO ORDER/ROLL CALL

Call to Order

Chairperson Biddle called the meeting to order at 8:02 a.m.

Roll Call

Present: Cmr. Bacon, Biddle, Buckholz, Gacoscas, Hannon, Iosefa, Peixoto and Steiner

Excused: Cmr. Gerry

Absent: Cmr. Asher

2. CLOSED SESSION

CONTRACT NEGOTIATIONS WITH SEIU LOCAL 1021 AND THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Labor Negotiations Pursuant to Government Code 54957.6

The Commission adjourned into a closed session at 8:04 a.m. and reconvened in regular session at 8:38 a.m. Chairperson Biddle reported that there were no reportable actions taken in the closed session.

3. APPROVAL OF THE MINUTES OF THE FEBRUARY 10, 2016 HOUSING COMMISSION MEETING

Recommendation: Approve the minutes of the February 10, 2016 Housing Commission meeting as presented.

Motion/Second: Peixoto/Hannon.

Ayes: 7; 1 abstention: Cmr. Bacon. Motion passed. **APPROVED AS RECOMMENDED.**

4. PUBLIC COMMENT

None.

5. NEW BUSINESS

5-1. RESOLUTION NO. 04-16: APPROVING HACA'S ANNUAL PUBLIC HOUSING AGENCY PLAN FOR FISCAL YEAR 2016

Ron Dion, Deputy Director for Programs, presented the staff report. Mr. Dion reported that there were minor changes to HACA's draft Annual Public Housing Agency (PHA) Plan since the draft was first presented to the Housing Commission in February and indicated that these changes were to increase the number of HACA's Project-Based Vouchers (PBVs). He reported that staff met with HACA's Resident Advisory Board (RAB) to seek their input on HACA's draft PHA Plan and the RAB did not propose any changes. He recommended that the Commission approve the draft PHA Plan.

Recommendation: Adopt Resolution No. 04-16 adopting HACA's Public Housing Agency Plan for the July 1, 2016 - June 30, 2017 fiscal year.

Commission Discussion: Christine Gouig, Executive Director, commented that the increase in the number of PBVs is for projects in the cities of Dublin and Fremont and to HACA's overall number of PBVs for any additional projects that may come online in the coming fiscal year.

Motion/Second: Steiner/Hannon.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

5-2. ACTION: APPROVE HACA'S SECTION 8 HOUSING CHOICE VOUCHER PAYMENT STANDARDS

Christine Gouig introduced this item. Ms. Gouig discussed the rent survey that HACA and other agencies in Alameda and Contra Costa Counties funded in response to the low Fair Market Rents (FMRs) that were published by HUD last October. She reported that HUD issued new FMRs based on the survey data, which resulted in FMRs 34.6% higher than HUD had originally published. Ms. Gouig explained that staff has completed an analysis of these FMRs in order to set the payment standards for the Section 8 Housing Choice Voucher program.

Jennifer Cado, Senior Administrative Analyst, presented the staff report. Ms. Cado described the data that staff analyzed and the factors that were considered in the proposed payment standards for each city. She summarized the increase in the payment standard for each city and stated that these same payment standards will be used for the Veterans Affairs Supportive Housing (VASH) program.

Commission Discussion: Cmr. Steiner asked how landlords and/or affordable housing projects can get the word out about available affordable rental units and if HACA reaches out to them. Ms. Cado recommended the GoSection8.com rental listing service and explained that staff uses this service to share information on available rental units with program participants. Cmr. Steiner stated that she would discuss this with the housing group in her city.

Cmr. Bacon commented that the rents in the city of Fremont seem to be higher than the rents in the proposed payment standards. Ms. Gouig explained that HUD sets the FMRs at the 40th percentile of rents in the survey area so not every unit in a city can be rented under the Section 8 program.

HACA AGENDA ITEM NO.: 3.

Cmr. Gacoscos commented that the payment standards for Union City and Newark should be set the same as Fremont since Fremont, Newark and Union City are considered the “Tri-Cities” and that Union City and Newark are experiencing an influx of renters due to their proximity to the South Bay and Silicon Valley. Cmr. Hannon agreed with Cmr. Gacoscos and commented that all of the cities in the Bay Area are struggling with the lack of affordable housing. He asked that staff share any data that they gather on rental trends. Cmr. Biddle said that it is a challenge to set the payment standards as staff must keep the payment standards high enough to maintain landlord participation but not too high that HACA depletes its funding. Ms. Gouig commented that staff will be monitoring the FMRs and the payment standards very closely to determine the impact on HACA’s lease-up rate. Cmr. Steiner and Ms. Gouig discussed how these increases in the rents have affected HACA’s portability rates. Cmr. Biddle commented that the high prices for homes in the Bay Area have forced families to stay in the rental market, resulting in a dramatic increase in the rents in the Bay Area. He also commented that families are moving further out from the Bay Area. Cmr. Steiner and Cmr. Biddle discussed how the high cost of housing is affecting business expansion in the Bay Area. Ms. Gouig agreed and commented that these factors make it even more difficult for Section 8 program participants to find units to rent. Ms. Gouig and Mr. Dion talked about the impact of high rents on HACA’s lease-up rate. Cmr. Buckholz commented that seniors are also having difficulties with the increase in the rents and as a result are moving out of this area.

Recommendation: Approve the proposed Section 8 Housing Choice Voucher payment standards.

Cmr. Hannon made a motion to approve the Section 8 Housing Choice Voucher program payment standards with the additional recommendation that staff review the payment standards for the cities of Newark and Union City to determine if they can be the same as the payment standards set for the city of Fremont. Cmr. Gacoscos seconded the motion.

Motion/Second: Hannon/Gacoscos.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

5-3. ACTION: SCHOLARSHIP COMMITTEE APPOINTMENTS

Christine Gouig presented the staff report. The Commission discussed the appointments to the Scholarship Committee for the 2016 HACA Scholarships. Cmr. Buckholz, Gacoscos and Hannon volunteered to serve on the Scholarship Committee and the Commission suggested re-appointing Cmr. Asher.

Recommendation: Approve the appointment of Cmr. Asher, Buckholz, Hannon and Gacoscos to the 2016 HACA Scholarship Committee.

Motion/Second: Bacon/Hannon.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

5-4. INFORMATION: KOTTINGER GARDENS

Christine Gouig presented the staff report. Ms. Gouig explained that at the February Commission meeting Resolution 03-16 was approved, authorizing the execution of the disposition agreement for the Kottinger Place public housing redevelopment project. She explained that at the meeting the agreement was in substantially final form only and that Commissioner Hannon requested that any changes be brought back to the Commission as an information item. Ms. Gouig noted that there were no changes to the disposition agreement itself but that all the exhibits are now attached and summarized the information contained in each. Ms. Gouig announced that project's groundbreaking event is planned for May.

Commission Discussion: Cmr. Peixoto and Ms. Gouig discussed HACA's role in the Kottinger Gardens redevelopment project. Ms. Gouig provided further clarification on why HACA is a party to the disposition agreement. Cmr. Buckholz asked if HACA will have to coordinate the relocation of the residents who are currently in that project. Ms. Gouig indicated that relocation activities will be handled by the developer and the city of Pleasanton.

Public Comment: Cheri Keeling asked where the Pleasanton Housing Authority is located. Cmr. Steiner gave a brief history of the Pleasanton Housing Authority and its location.

5-5. INFORMATION: BUDGET STATUS REPORT

Christine Gouig presented the staff report. Report received.

Commission Discussion: Cmr. Biddle and Ms. Gouig discussed the lack of adequate funding for the Section 8 program costs.

5-6. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor reported that the Family Self-Sufficiency (FSS) staff has been working to grow the FSS program and described their outreach efforts and some of the workshops that have been held for program participants. He thanked Cmr. Buckholz for volunteering to serve on the 2016 HACA Scholarship Committee.

Commission Discussion: Cmr. Steiner and Mr. Taylor discussed FSS program participation and outreach efforts. Cmr. Biddle and Ms. Gouig commented that HACA has a great FSS program. Cmr. Steiner asked if FSS staff is going to offer any workshops on tax preparation. Mr. Taylor indicated that staff has provided FSS program participants with information and resources on where they can get their taxes done for free. Cmr. Biddle and Cmr. Bacon indicated that their cities have programs for free income tax preparation services as well.

Cmr. Peixoto asked why the number of Section 8 contracts in the city of Hayward is higher than in the other cities in HACA's jurisdiction. Ms. Gouig commented that Hayward's central location, its transportation access with two freeways and two BART stations, the number of available rental units that fit within the Section 8 program rent limits and the number of Hayward landlords willing to rent to Section 8 tenants all are factors.

Cmr. Biddle and Melissa Taesali, Executive Assistant, discussed the pending appointments of representatives to the Commission from the cities of Albany and San Leandro.

7. COMMUNICATIONS

Ms. Gouig provided an update on the Emery Glen siding project. She also reported that HACA is on schedule to complete the conversion of HACA's remaining public housing units from the Public Housing program to HUD's Rental Assistance Demonstration (RAD) program at the end of the month.

Ms. Gouig reported that she and Cmr. Gerry will not be at the April Housing Commission meeting as they will be in Washington, D.C. for the 2016 NAHRO Washington Conference.

Agenda item #6, "Commissioner Reports," was heard out of agenda order.

6. COMMISSIONER REPORTS

Cmr. Gacoscos announced that she was selected as Woman of the Year by State Assemblyman Bill Quirk, representing the 20th Assembly District. The Commission and staff applauded and congratulated Cmr. Gacoscos.

8. ADJOURNMENT

There being no further business to discuss Chairperson Biddle adjourned the meeting at 9:23 a.m.

Respectfully Submitted,

Melissa Taesali
Executive Assistant

Christine Gouig
Executive Director/Housing Commission Secretary

Approved:

Don Biddle
Housing Commission Chairperson

NEW BUSINESS

April 13, 2016

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 13, 2016

Subject: Memorandum of Understanding (MOU) with SEIU Local 1021

Exhibits Attached: - Resolution No. 05-16
 - Signed Tentative Agreement

Recommendation: Adopt Resolution Approving Successor MOU

Financial Statement: \$363,200 approximate cost for bargaining unit employees

BACKGROUND

The current MOU between the Housing Authority of the County of Alameda (HACA) and SEIU Local 1021, which represents all full time, non-confidential, non-management, office and maintenance staff employees, expired on June 4, 2015. The parties commenced formal negotiations for a successor MOU in May 2015. After 15 bargaining sessions the parties reached tentative agreement. On April 4, 2016, bargaining was concluded and the Union's negotiating team stated that it would submit the proposals in the tentative agreement to the membership for ratification. A ratification vote is scheduled for Tuesday April 12.

DISCUSSION and ANALYSIS

The following provisions represent the negotiated changes for a successor MOU:

Summary of HACA/SEIU Tentative Agreement

Section 5.D.1. – Duties and Responsibilities of Shop Stewards. Expands the current provision for paid release time by allowing designated shop stewards release time (not to exceed eight hours per pay period) to investigate facts of potential grievances and allows a grievant a reasonable amount of release time.

Section 10.J. – Personal Leave. Allows employees to use their allotted personal leave in increments of less than one hour (the current provision requires a minimum of one hour).

Section 10.L. – Vacation Sell Back. Clarifies the parties' existing intent regarding the maximum number of hours that can be sold each time and the number of times employees can sell vacation each fiscal year.

HACA AGENDA ITEM NO.: 5-1.

Section 12.C. - COLA. 5% cost of living wage increase effective pay period 16-14, which covers the period 6/17/16 through 6/30/16.

Section 12.F. – Lump-Sum Payment. Each employee in paid status will receive a \$2,000 lump-sum payment to be paid no later than May 5, 2016.

Section 35. - Term. The parties agree to a two-year contract term from June 5, 2015 through June 15, 2017.

RECOMMENDATION

Staff recommends your Commission adopt a resolution approving the terms of the MOU with SEIU Local 1021 as reflected above. Staff will have the exact language changes for your May meeting.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 05-16

**RESOLUTION APPROVING TERMS OF A MEMORANDUM OF UNDERSTANDING
WITH SEIU LOCAL 1021 FOR FISCAL YEARS 2015-2016 AND 2016-2017**

WHEREAS, the Housing Authority of the County of Alameda ("Authority") recognizes Service Employees International Union ("SEIU") Local 1021 as the exclusive representative for the Authority's general employees' bargaining unit, the classifications for which are listed in the Salary Schedule to the Authority's and SEIU's ("Parties") Memorandum of Understanding ("MOU") for fiscal years 2015-2016 and 2016-2017; and

WHEREAS, during the Spring of 2015, the Authority sought to begin formal labor negotiations for an MOU to replace the MOU for fiscal years 2013-2014 and 2014-2015 that expired on June 4, 2015; and

WHEREAS, the Parties began negotiations on May 19, 2015; and

WHEREAS, the Parties had 15 formal bargaining sessions between May 19, 2015 and April 4, 2016; and

WHEREAS, the Parties have now come to agreement on the terms for an MOU for the 2015-2016 and 2016-2017 fiscal years;

NOW, THEREFORE, BE IT RESOLVED, by the Housing Commission of the Housing Authority of the County of Alameda that the Commission does hereby approve the terms of the Memorandum of Understanding with SEIU Local 1021 for the 2015-2016 and 2016-2017 fiscal years as presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this _____ day of _____ 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Don Biddle
Housing Commission Chairperson

Attest:

Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: _____

Received 4-4-16

TENATIVE AGREEMENT

It is agreed that the parties have come to fundamental agreement on all the items of this bargaining session, the core agreement and changes to the Memorandum of Understanding for this bargaining period are as follows:

Union Proposals:

Section 4(I) The union has conceded its proposal and the language will remain as it is currently written in the M.O.U. (outlined below):

Attendance at Commission Meetings

Just
4-4-16

The Union may designate two representatives, only one of whom may be released to attend the monthly public meeting of the Housing Commission/Personnel Committee. The work schedule of the designated employee in attendance for that day shall be adjusted to allow for a sixty (60)-minute period for public meeting attendance at 8:00 a.m. under the provisions in Section 6.1.6 regarding the flexibility of work schedules for hardship reasons.

Just
4-4-16

In the event there is an executive session scheduled prior to the commencement of the public meeting, the employees' work schedule shall start at his/her normal time. After the conclusion of the executive session and when the public meeting begins, the designated employee may attend the public meeting on his/her own time using the hardship flexibility clause in Section 6.1.6. for the purposes of adjusting their work schedule in order to allow the employee to resume a regular work schedule following the sixty (60)-minute period of meeting attendance.

The employee attending the Housing Commission meeting may reduce their lunch break by fifteen (15) minutes for four (4) days within the same pay period that the Commission meeting occurs. The employee attending the Housing Commission meeting is required to notify their supervisor in advance of the four (4) days for which a reduced lunch break is taken.

Section 5(D) Parties have agreed to accept the language proposed by the Union to read as follows:

Shop Stewards

After obtaining supervisory permission, shop stewards will be permitted to leave their normal work areas during on-duty time not to exceed eight (8) hours per pay period, in order to investigate facts of potential grievances, facts and presentation of grievances and/or to represent employees in disciplinary hearings and appeals conducted pursuant to Article 13.3 and 13.4 of the Personnel Rules. The grievant shall also be granted reasonable time off.

Housing Authority Proposals:

Section 10 The Housing Authority has agreed to adopt the following language as it pertains to Personal Leave (outlined below):

Jul 4-4-16

Personal Leave

An employee shall be allowed three (3) days in any calendar year from his/her regular vacation allowance for personal leave. The employee's supervisor shall not deny a request for this leave except for reasons critical to the operation of the Housing Authority. Employees shall be allowed to use personal leave in increments of less than one (1) hour. ~~Such personal leave shall be in segments of one (1) hour or more. Effective January 1, 2012 employees may not use personal leave for more than four (4) hours in any day until they have used all three (3) floating furlough days.~~

Section 24 The Housing authority has conceded it proposal and the parties agree that the prevailing language shall remain as it is currently written in the Memorandum of Understanding as (outlined below):

Contracting Out

Jul 4-4-16 The Housing Authority shall give reasonable prior notice to the Union before entering into any contract with private firms or other employers for the performance of services currently performed by employees represented herein, when such contract can reasonably be expected to result in layoff or reduction in hours of represented employees or in the permanent reduction of positions represented herein. If requested by the Union, the Housing Authority shall meet and confer with the Union on the decision to authorize any such contract prior to a final decision. If, as the result of any such contract, it becomes necessary to effect a reduction in force of employees represented herein to Section 25 of this Memorandum of Understanding.

Jul 4-4-16

Nothing herein shall limit the right of the Housing Authority to make a decision to enter into contracts for services.

The Housing Authority may contract out for housing inspection services during the term of this Agreement without further negotiations with the Union.

Section 10(L) The parties agree to the Housing Authority's proposal and adopt new language as (outlined below):

Vacation Sell Back

Employees are eligible to sell back vacation subject to the following conditions:

1. Employees can sell back a maximum of seventy-five (75) or eighty (80) vacation hours depending upon classification, as indicated in the Salary Schedule Appendix A; each time the employee exercises the cash-out option, for a maximum of two hundred and twenty-five (225) or two hundred and forty (240) hours per fiscal year.
2. Employees can exercise this option a maximum of three (3) times per fiscal year. Just 4-16
3. Employees must have thirty-seven point five (37.5) or forty (40) vacation hours accrued depending upon classification, as indicated in the Salary Schedule Appendix A, remaining after the sell back. Just 4-16
4. Employees at the maximum accrual balance of two times their annual vacation accrual shall receive floating holidays in lieu of vacation time for Reward of Non Usage of Sick Leave contained in the Housing Authority Personnel Rules Articles 19.14 and 19.15. Just 4-16

Section 9(A)

The Housing Authority has agreed to concede its proposal and the parties agree that the prevailing language will be as it currently reads in the Memorandum of Understanding as (outlined below):

Holidays Defined

Existing list of holidays will be included in successor contract.
All other days appointed by the President of the United States or the Governor of the State of California for a public fast, national day of mourning, thanksgiving, or holiday, and approved by a majority of the members of the Housing Commission. Just 4-16

In the event such a day is appointed by the President or the Governor, the Executive Director or his/her designee shall make his/her best effort to contact the members of the Housing Commission in a timely fashion and to seek their determination of the applicability of the holiday. If time permits, the question of the applicability of the holiday shall be scheduled for consideration by the Commission at its next regular meeting.

All other language in this section shall stay contextually the same as well

Just
4-16

Section 12 Parties have agreed to accept the salary resolutions proposed by the Union as follows:

Wages

- The union has agreed to accept a \$2000.00 one-time lump sum payment to all bargaining unit members to be paid no later than May 5, 2016.
- The union has agreed to accept a 5% salary increase to be effective on 16/14 payroll (pay date of 7/14/2016)

Section 6 The union has conceded its proposal and there will be no flextime adaptation at this time, the language will remain as it is currently written in the M.O.U. (outlined below):

Hours of Work

The current M.O.U. allows for Manager Discretion in hardship flexibility in schedule this language shall remain as follows:

Managers are given discretion, in hardship situations, to allow some 75-hours employees a ½ hour lunch schedule, allowing them to leave at 4:50 p.m. or to allow them to start at 8:15 a.m. For the purpose of this section, hardship shall be defined as, but not limited to child care requirements and length of commute. Requests for hardship schedules may be granted on a "first come first serve basis," with ties broken by seniority, as referenced in the Memorandum of Understanding Section 10. Vacation I.1. Requests for hardship schedules shall not be unreasonably denied and will be reviewed each January.

JWH
4-4-16
JWH
4-4-16

Section 14 The union has conceded its proposal and there will be no offer of a flex spending account

Health Benefits and Flexible Spending Account

There shall be no changes to the Memorandum of Understanding at this time as it relates to Health Benefits and Flexible Spending Account

Section 20 (c) 2, 3, 4 The union has conceded its proposal and the current language in the Memorandum of Understanding shall prevail as (outlined below):

Grievance Procedures

- (2) If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of this subparagraph C, and may thereafter file a grievance in writing with his/her immediate supervisor within twenty (20) working days after the date of such informal discussion.

Existing paragraph 2 will be included
in successor M.O.U.

JWH
4-4-16

- (3) The Personnel Officer shall have twenty (20) working days after receipt of written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have twenty (20) working days from receipt of answer within which to file an appeal to the Executive Director.
- (4) The Executive Director shall have twenty (20) working days after receipt of written appeal in which to review, hold hearing, and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Executive Director, a hearing is required at this step; and the employee and his/her representative shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Executive Director and the employee or his/her representative.

Section 35 The union has agreed to accept a 2-year term with the Housing Authority

Term

The term of the bargained contract between the Housing Authority and S.E.I.U. 1021 shall cover the period of time between **June 5, 2015 – June 15, 2017**. *Note: the June 15, 2017 date has been changed from June 30, 2017 on the original document to coincide with fiscal year end.*

Side Note

There shall be no side notes for the term of this contract; the union has conceded its position

SIGNATURE PAGE FOR TENTATIVE AGREEMENT

S.E.I.U. Representatives

Housing Authority Representatives

Ossee-Sandra Deshayes

Jose K. Gomez

El. Moya

Linda Mayra-Lyda

Aimee L. Lishers

Rad R.
Charles M.

Q. F.

Dated: April 4, 2016

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 13, 2016

Subject:	Terms for Non-Management, Non-Bargaining Unit Employees
Exhibits Attached:	None
Recommendation:	Approve New Terms for Non-Management, Non-Bargaining Unit Employees
Financial Statement:	\$11,200 approximate cost for non-management, non-bargaining unit employees

BACKGROUND

The negotiated Memorandum of Understanding (MOU) between the Housing Authority of the County of Alameda and SEIU Local 1021 covers all full time, non-confidential, non-management employees. The Housing Authority has two classifications that are not management and are not part of the bargaining unit represented by SEIU Local 1021. One classification is a part-time Administrative Clerk and the other classification is Secretary, which is classified as confidential. There is one employee in each of these classifications.

It has been the Housing Authority's standard practice to implement the same terms and conditions of employment for these classifications as those that were negotiated for the bargaining unit.

RECOMMENDATION

Staff recommends that your Commission approve the same terms and conditions of employment to non-management, non-bargaining unit classifications as reflected in the Tentative Agreement approved for a successor MOU for the bargaining unit, consistent with standard practice. This includes the \$2,000 lump sum payment to be paid by May 5, 2016 (prorated for the part-time Administrative Clerk) and the 5% COLA effective pay period 16-14 in addition to the other applicable negotiated terms and conditions.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting Date: April 13, 2016

Subject: Utility Allowance Schedule

Exhibits Attached: - Proposed 07/01/2016 Utility Allowance Schedule
 - Resolution No. 06-16

Recommendation: Adopt the attached Resolution

Financial Statement: Estimated \$2.49 million increase in Section 8 program costs for FY 2017
 and subsequent fiscal years

BACKGROUND

HACA's Section 8 Program subsidy is applied against the family's rent and any utilities paid for by the family. The amount of the HACA utility subsidy is determined by our utility allowance schedule. The utility allowance schedule is based on the typical cost of essential utilities and services paid for by energy-conserving households that occupy housing of similar size and type in HACA's jurisdiction. It is not meant to be an exact reimbursement of a household's actual utility costs.

HUD requires that housing authorities review their utility allowance schedules at least annually and revise them if utility rates have changed, either up or down, by 10% or more. As rates have changed by more than this amount, staff has developed a revised utility allowance schedule for your approval.

DISCUSSION AND ANALYSIS

Gas and Electricity

The utility allowances for gas and electric service are based on the PG&E residential rates. In the past, staff based the utility allowances for gas and electric on PG&E's California Alternate Rates for Energy (CARE) program. While PG&E reported in February 2013 that 98% of the households eligible for the CARE program in Alameda County were enrolled in the program, we do not know the current participation rate. Additionally, 7-13% of our participants do not qualify for the CARE program. Therefore, we are no longer using the CARE program rates, which is the primary reason for the increases in the gas and electricity allowances.

The underlying methodology for analyzing gas and electric rates follows that of an outside consultant retained by HACA in 2001, 2002 and 2004 except as otherwise noted.

HACA AGENDA ITEM NO.: 5-3.

Gas: In the past, a snapshot of the gas rates at a fixed point in time was used to set the annual utility allowance schedule. However, since rates fluctuate from month to month and year to year, HACA began incorporating a floating 12-month rate average in 2006 and continues this method for 2016. The proposed gas utility allowance schedule reflects increases from \$2-\$29.

Electricity: The proposed electricity utility allowance schedule reflects increases from \$1-\$43.

Other Utilities

Water: Water rates increased by 16-22% this year. The proposed water utility allowance schedule reflects increases from \$7-\$30.

Sewer: Sewer rates increased by 5% last year and 2-4% this year. The proposed sewer utility allowance schedule reflects increases from \$0-\$2.

Garbage: In 2013, 2014, and 2015 garbage rates increased by 2-4%. This year, garbage rates increased again by 2-4%. The proposed garbage utility allowance schedule reflects increases from \$4-\$14.

Tenant-Supplied Stove or Refrigerator: The costs associated with renting a stove or refrigerator have increased. The proposed appliance utility allowance schedule reflects an increase of \$7.

Housing Authority of Alameda County
Section 8 Utility Allowance Schedule
Effective 07/01/2016 for Re-examinations and Move-ins Effective 07/01/2016 or Later

Single Family Homes	Studio	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Electric Heating	19	19	36	47	81	88	101
Gas Heating	18	22	29	35	39	50	58
Electric Cooking	3	4	5	5	6	7	8
Gas Cooking	2	3	3	3	3	3	3
Electric Hot Water	20	23	38	51	53	52	60
Gas Hot Water	9	12	16	22	25	28	32
Refrigerator (If tenant-supplied)	9	9	9	9	9	9	10
Stove (If tenant-supplied)	9	9	9	9	9	9	10
Water	36	50	64	79	100	115	132
Sewer	27	27	27	27	27	27	31
Trash	29	29	29	49	49	78	90
Other Electric	22	29	39	48	55	60	69

Attached Homes	Studio	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Electric Heating	16	16	23	29	33	51	59
Gas Heating	13	18	20	24	27	28	32
Electric Cooking	3	4	5	5	6	7	8
Gas Cooking	2	3	3	3	3	3	3
Electric Hot Water	20	23	40	51	53	52	60
Gas Hot Water	9	12	16	22	26	30	35
Refrigerator (If tenant-supplied)	9	9	9	9	9	9	10
Stove (If tenant-supplied)	9	9	9	9	9	9	10
Water	29	41	52	64	82	93	107
Sewer	23	23	23	23	23	23	26
Trash	29	29	29	49	49	78	90
Other Electric	22	29	39	48	55	60	69

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 06-16

APPROVING UPDATE TO THE UTILITY ALLOWANCE SCHEDULE

WHEREAS, the U. S. Department of Housing and Urban Development (“HUD”) requires that housing authorities review their utility allowance schedules at least annually and revise them if utility rates have changed by 10% or more; and

WHEREAS, rates for some utilities have changed by at least 10%;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby adopt the utility allowance schedule presented at this meeting with an effective date of July 1, 2016 for annual re-examinations and move-ins with an effective date of July 1, 2016 or later.

PASSED, APPROVED, AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on April 13, 2016 by the following vote:

AYES:

NAYS:

ABSTAIN:

EXCUSED:

ABSENT:

Don Biddle
Housing Commission Chairperson

Attest:

Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: _____

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 13, 2016

Subject:	Amendment to MOU with Alameda County Behavioral Health Care Services Department
Exhibits Attached:	Memorandum of Understanding (MOU)
Recommendation:	Approve the Second Amendment to the MOU and authorize the Executive Director to execute it on behalf of HACA
Financial Statement:	HACA's costs paid by BHCS per MOU

BACKGROUND

In July 2007, the Alameda County Behavioral Health Care Services (BHCS) Department asked HACA to participate in the development of a pilot program to provide rental housing subsidies to persons receiving services as the result of a long-term mental illness. BHCS obtained funding for the subsidy from the Mental Health Services Act (Prop. 63), which California voters passed in November 2004.

The initial program was called CHOICES and began in 2010. An amendment was approved on October 1, 2012 to add the FACT (Forensic Assertive Community Treatment) Program for non-violent persons coming out of the criminal justice system. These programs provide a time-limited, fixed rate, monthly housing subsidy for up to 125 designed BHCS clients with mental health issues. HACA manages the housing subsidy contract and payment process and our housing inspectors perform the initial and annual Housing Quality Standards inspections. Service providers with whom BHCS contracts provide case management and counseling.

BHCS' goal is for participants to become economically self-sufficient enough to pay their full rent by the end of the three-year subsidy period. Some may be able to do so but given the nature of the illness experienced by participants and the high cost of housing in Alameda County it is likely that most will not. To create an affordable transition for participants, the MOU provided that HACA would make available up to 60 Section 8 Housing Choice Vouchers for participants in good standing who are unable to pay 100% of their rent at the end of the subsidy term. HACA issued 26 Housing Choice Vouchers at the end of the first three-year period.

DISCUSSION AND ANALYSIS

BHCS has decided to end the CHOICES and FACT programs by January 31, 2017 and create three new programs: 1) an MHSA Project-Based subsidy, 2) an MHSA Voucher program and 3) a HUD Continuum of Care Council grant.

1. The MHSA Project-Based subsidy program will provide permanent supportive housing sites in Alameda County. These sites will only accept referrals from the Alameda County Health Care Services Agency/EveryOne Home-Home Stretch registry of literally homeless and disabled individuals. BHCS will subsidize the tenants at these designated housing sites at fixed flat rental subsidy rates.
2. BHCS will provide MHSA funding for HACA to provide rental subsidy assistance to designated former Full Service Partnership program enrollees under the MHSA Voucher program.
3. BHCS is a recipient of a HUD Continuum of Care Council grant to provide project-based rental assistance to eight chronically homeless individuals at the Laguna Commons affordable housing development in Fremont. BHCS will reimburse HACA for providing ongoing rental subsidy management for these eight units in accordance with HUD Project-Based Voucher rental assistance regulations.

As with the current MOU, HACA will provide Section 8 Housing Choice Vouchers for successful graduates of the programs. The amended MOU calls for HACA to allocate Housing Choice Vouchers for the lesser of 50% or 75 designated graduates of the programs. HACA will make available these vouchers at the end of the second three-year period in November 2016 and will consider additional allocations of vouchers in three-year cycles, depending on resource availability.

In year one of the program HACA will be paid at the rate of \$81.33 per participant per month, with an escalator in years two and three. In addition, HACA will be paid \$5,000 for its up-front program development work.

The term of the MOU is from May 1, 2016 – December 31, 2019.

SUMMARY and RECOMMENDATION

HACA values its partnership with BHCS in serving the homeless and mentally ill. It allows each party to use its particular skills —HACA to do housing inspections, manage subsidy payments and employ its expertise in HUD regulations and BHCS to ensure the provision of supportive services and case management and comply with Mental Health Services Act requirements. Staff recommends that your Commission approve the Second Amendment to the MOU and authorize the Executive Director to sign it on behalf of HACA. BHCS will take the MOU to the Board of Supervisors for the Board's adoption, if you approve it.

**SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING (MOU)
Alameda County Behavioral Health Care Services (BHCS) –
Housing Authority of the County of Alameda (HACA)**

This Second Amendment to the Memorandum of Understanding (Amendment) is made and entered into as of May 1, 2016, by and between the Alameda County Health Care Services Agency, Behavioral Health Care Services Department (BHCS) and the Housing Authority of the County of Alameda (HACA).

Whereas, BHCS and HACA entered into a Memorandum of Understanding (MOU) on December 1, 2009 (approved by the Alameda County Board of Supervisors on October 13, 2009 (File No. 25303/Item No. 10)) for the CHOICES Program and amended this MOU to include the Forensic Assertive Community Treatment Program on October 1, 2012;

Whereas, BHCS and HACA wish to amend the MOU to modify the terms of this agreement to account for the conclusion of the CHOICES program and significant changes to the BHCS approach to utilizing Mental Health Services Act funding for housing subsidies;

Whereas, BHCS has a mission to provide strength-based, recovery and resiliency-oriented, culturally-competent, high-quality, geographically-accessible, integrated alcohol, drug, and mental health services to Alameda County residents of all ages;

Whereas, BHCS is a recipient of Mental Health Services Act (MHSA) funding from the State of California for transforming the mental health system;

Whereas, one of the goals of the MHSA funding is to expand housing opportunities for households impacted by serious mental health issues;

Whereas, BHCS engaged in an extensive community-based planning process that identified housing as a significant unmet need among persons with serious mental health issues in Alameda County and as a priority for MHSA funding;

Whereas, HACA is a public agency, created pursuant to state law to administer housing programs for low-income Alameda County residents funded from federal, state and local resources;

Whereas, HACA and BHCS have worked together to promote the goals of the EveryOne Home Plan to end homelessness in Alameda County including a goal to address housing issues among extremely low-income households impacted by serious mental health issues;

Whereas, HACA has expertise in managing housing subsidy programs including the Section 8 Housing Choice Voucher Program, Shelter Plus Care, and others and has

existing relationships with landlords throughout Alameda County with a willingness to rent to tenants receiving rent subsidies;

Whereas, HACA has agreed to allocate a certain number of Section 8 Housing Choice Vouchers for BHCS designated graduates of mental health service programs at the end of three-year programs cycles with subsequent allocations dependent on HACA resource availability; and

Whereas BHCS wishes to engage HACA to carry out the roles and responsibilities outlined in this Amendment and has committed resources with which to compensate HACA for its staff time, payment of housing subsidies, and additional costs of carrying out the work outlined in this Amendment;

Now, therefore, BHCS and HACA hereby amend the MOU to read as described below.

I. BHCS and HACA Collaborative Housing Programs

A) Time-Limited Tenant-Based Fixed Rent Subsidy Program

The BHCS CHOICES and FACT Program involves the provision of a monthly tenant-based fixed rent housing subsidy for up to 70 designated BHCS clients with serious mental health issues. These programs seek to support participants to live in a home of their choice and to cover the full cost of their rent and utilities at the end of the program period.

1. Housing Subsidy Structure

Participants in the BHCS CHOICES and FACT Program are eligible to receive an MHSA-funded, fixed, flat-rate rent subsidy from HACA. Participants can receive a flat-rate subsidy of \$634 per month through November 30, 2016 as long as they comply with the terms of their rental agreement and their CHOICES or FACT Program Participation Agreement. BHCS may authorize time-limited extensions of no more than two months for specific transitions to financially sustainable housing after the November 30, 2016 deadline. Subsidy payments shall never exceed the total monthly contract rent for a given housing situation. Subsidy payments will be for the total monthly contract rent or \$634 per month, whichever is lower. **The CHOICES and FACT programs will completely end by January 31, 2017.**

2. Eligible Housing Situations

Program participants may use the subsidy for any size housing unit and household configuration that fits their goals and that will enable them to take full responsibility for their financial and tenancy obligations at the end of the program period. Subsidy funds may only be used at housing sites that are consistent with HUD Housing Choice Voucher Housing Quality Standards. Support staff from Bonita House and East Bay Community Recovery Project

(EBCRP) will work with participants to find the most appropriate housing situation based on the participant's preferences and goals.

3. *Eligible Participants*

BHCS established initial eligibility criteria for participation in the Programs. No new participants should be enrolled in the CHOICES program after March 31, 2015. No new participants should be enrolled in the FACT program after February 29, 2016. Participants will remain eligible for a housing subsidy until January 31, 2017 as indicated in the "Housing Subsidy Structure" section above. Participants remain eligible for a subsidy through this period as long as they comply with the terms of their rental housing agreement and the applicable CHOICES or FACT Program Participation Agreements. The Programs require that housing units occupied by participants undergo an initial and annual housing inspection and that participants work toward personal goals that will enable them to retain their housing at the end of the subsidy term. Every effort will be made to enable participants to succeed and to retain their eligibility throughout the duration of the housing subsidy. Detailed policies and procedures related to eligibility and termination will be developed in collaboration with HACA, BHCS, and other key Program partners.

B) Mental Health Services Act (MHSA) Project-Based Rent Subsidy Program

BHCS shall provide MHSA project-based rental assistance funding to designated permanent supportive housing sites in Alameda County. These housing sites will only accept referrals from the Alameda County Health Care Services Agency/EveryOne Home-Home Stretch registry of literally homeless and disabled individuals. Individuals referred to specific units will meet the eligibility and prioritization criteria associated with each property and outlined below.

1. *Housing Subsidy Structure*

BHCS shall subsidize designated housing sites at fixed flat rental subsidy rates depending on the particular building, unit sizes and configurations, current HUD Fair Market Rents, Tax Credit Allocation Committee rents, and building regulatory agreements. Tenants will be expected to pay fixed rents each month that are adjusted on an annual basis with rental increases effective January 1st of each calendar year. Some units will be shared among unrelated households. In these cases, the tenant portion of rent will be divided by the number of unrelated households sharing the unit. BHCS and HACA shall establish an annual rental subsidy plan for each housing site that identifies the subsidy and tenant portion of rent for each housing unit. This document will be updated no later than November 30th of each year and will be in effect from January 1st to December 31st of a given calendar year. Rent increases for tenants will be implemented according to state and local laws regarding

appropriate written notification and extent of increases. Subsidies will only be provided for occupied units or bedrooms that pass Housing Choice Voucher Housing Quality Standards. Up to one month of full subsidy can be provided to property owners for units when they are unoccupied. The established rents for calendar year 2016 are listed in Exhibit A. This table will be updated on an annual basis as indicated above.

2. *Eligible Housing Sites*

The following housing sites will be eligible for participation in this program beginning on the dates listed below:

Housing Site Name	Housing Site Address	Units to Subsidize	Subsidy Start Date
Rosa Parks	521 W. Grand Ave., Oakland	2 studios 7 one-bedrooms 2 three-bedrooms	Jan. 1, 2017
Meekland	21757 Meekland Ave., Hayward	6 two-bedrooms 2 three-bedrooms	Aug. 1, 2016
Mead - FACT House	814 Mead Avenue, Oakland	2 one-bedrooms 1 studio	January 1, 2017
Milton – FACT House	817 Milton Avenue, Oakland	2 studios 2 one-bedrooms	January 1, 2017

3. *Eligible Participants*

All participants at the housing sites must be referred by BHCS to the property. Each site will maintain specific eligibility and preference criteria as outlined below:

Housing Site Name	Eligibility	Preference(s)
Rosa Parks	Literally homeless, disability, serious mental illness. 6 slots for people with HIV.	1 st - Chronically homeless and high need; 2 nd - Oakland
Meekland	Literally homeless, disability, serious mental illness. Between the ages of 18 and 24 at the time of move-in.	1 st - Chronically homeless and high need
FACT Houses (Milton and Mead Properties)	Literally homeless, disability, serious mental illness.	1 st – FACT/Tract enrollment 2 nd - Chronically homeless and high need; 3 rd - history of incarceration

C) Mental Health Services Act (MHSA) Funded “Housing Choice Voucher”-Like Housing Subsidy Program

BHCS shall identify and provide MHSA funding for HACA to provide rental subsidy assistance to designated former Full Service Partnership (FSP) program enrollees. This assistance will follow the same rules and regulations that apply to the HUD Housing Choice Voucher (HCV) Program. This assistance will be provided to individuals as long as they comply with the same requirements as HCV participants. BHCS shall provide HACA with a list of all individuals eligible for this program by January 31, 2017. After this date, no additional individuals will be referred to this program.

D) Laguna Commons Rental Assistance Program

BHCS is a recipient of a HUD Continuum of Care Council grant to provide project-based rental assistance to eight (8) chronically homeless individuals referred to the Laguna Commons affordable housing development in Fremont. BHCS shall be responsible for identifying and referring eligible individuals to the property. BHCS will reimburse HACA for providing ongoing rental subsidy management for these 8 units at the property in accordance with HUD Project-Based Voucher rental assistance regulations. HACA will manage payment and participation agreements, initial and annual housing quality standards inspections, initial and annual income certifications, and regular payments of subsidies to the owner. HACA will collaborate with the property owner and BHCS to address any issues that arise with tenants or the program.

II. HACA Roles and Responsibilities

HACA shall act as a partner with BHCS in the development and implementation of the housing subsidy component of the aforementioned Programs, and shall have primary responsibility for the day-to-day management of the subsidy function. These duties include:

- A) Designated HACA Liaison:** HACA will identify a lead person to serve as the primary contact person for the Programs. This person will participate in planning and coordination meetings not less than monthly and as necessary to fully develop and implement the Programs.
- B) Program Development:** The HACA liaison and other HACA staff, as needed, will participate with BHCS in the creation or adaptation of policies, procedures, and associated documents for the Programs including, but not limited to, a housing subsidy participation agreement, a housing assistance payment contract, an appeals process for proposed subsidy terminations, a lease/rental agreement review protocol, and others.
- C) Subsidy Management:** HACA shall manage the day-to-day operations of the housing subsidy portion of the Programs. These functions shall include:
 1. Conducting regularly scheduled orientations for participants in collaboration with BHCS-designated housing specialists.

2. Maintenance and sharing of a list of landlords and property owners willing to accept Section 8 (or similar) assistance via HACA.
3. Working with BHCS-designated housing specialists in the process of locating appropriate housing for participants.
4. Verification of landlord ownership and other property due diligence prior to entering into a subsidy payment contract.
5. Establishing a payment contract between the landlord, tenant, and HACA for purposes of paying an ongoing housing subsidy for a program participant.
6. Conducting inspections at time of leasing, on an annual basis, and when requested by BHCS staff due to landlord, tenant, or service provider complaints using HUD's Housing Quality Standards (HQS).
7. Review of rental agreements to verify rent amounts relative to planned housing subsidy.
8. Timely payment to landlords of the appropriate subsidy on a monthly basis and monitoring the appropriate subsidy amounts.
9. Maintenance of partnerships with landlords related to the Programs.
10. Notification of BHCS-designated staff if any issues are brought to the attention of HACA staff in relationship to the Programs, e.g., complaints from landlords about tenant behavior.

D) Recordkeeping and Reporting: HACA shall keep and provide to BHCS upon request such reports and data as needed for oversight, evaluation, and accounting purposes. HACA shall:

- 1) Create and maintain housing subsidy specific files on all participants in the Programs.
- 2) Produce quarterly reports of data related to the utilization of the funding – including participant names, income, address of housing, share of rent, etc. Format and content of this report shall be developed and agreed upon between the parties.

E) Provide Section 8 Housing Choice Vouchers for Select Programs Graduates: HACA shall allocate Section 8 Housing Choice Vouchers for the lesser of 50% or 75 designated graduates of the Programs. HACA will make available these vouchers at the end of the second three-year period in November 2016 and will consider additional allocations of vouchers in three-year cycles, depending on resource availability. Participants of the Programs in “good standing” after each three-year cycle will be eligible to participate in a lottery for the allocated vouchers. “Good standing” means the participant has at least 15 months of successful tenancy in their housing unit. Successful tenancy means consistent compliance with the terms of their rental and subsidy agreement. BHCS shall make the determination of eligibility for the lottery and shall provide HACA with a referral list of the participants eligible and interested in applying for the lottery. HACA shall conduct the lottery. HACA will assign each participant referred by BHCS a number using a randomized number lottery and will process participants in rank order beginning with number one until the agreed-upon number of voucher slots are used. As part of processing participants with lottery numbers

HACA will determine eligibility for the Housing Choice Voucher program. A participant who is not eligible for a Housing Choice Voucher will not receive one regardless of the fact that BHCS placed the participant on the referral list.

III. BHCS Roles and Responsibilities

BHCS shall have primary authority and oversight responsibility for the Programs, including allocating MHSA funds to cover the costs of the staffing and housing subsidies, and working closely with HACA in development and implementation of the housing subsidy component of the Programs. These duties include:

- A) Eligibility Determination/Referral:** BHCS shall:
 1. Determine initial and ongoing eligibility for housing subsidies and provide appropriate documentation of eligibility to HACA staff.
 2. Refer to HACA for enrollment in the subsidy portion of the programs, no more than 20-30 approved participants every 30 – 60 days, until the maximum number of participants have been enrolled in the subsidy portion of the programs.
 3. Determine graduation requirements which qualify participants for access to the pool of Section 8 Housing Choice Vouchers when they become available every three years, and provide HACA a referral list of those qualified for the Voucher lottery.
- B) Provide Supportive Services:** BHCS shall coordinate and provide a range of supportive services for participants which may include personal service coordination, employment services, recovery coaches, and at least three BHCS-designated housing search specialists that will support participants in achieving their recovery goals and finding and keeping stable housing. Housing specialists will be responsible for coordinating the housing search process with staff from HACA. This will include housing specialist involvement in the design and implementation of the housing subsidy orientation with HACA.
- C) Short-term Support:** Subject to available funds, BHCS shall provide one-time, move-in financial and in-kind assistance for participants to help with security deposits, moving expenses, utility setup, furnishings, and other items needed to move into independent housing. Requirements for this support shall be established by BHCS and the method for obtaining financial support shall be shared with HACA.
- D) Program Oversight:** BHCS shall track the utilization of funds by participants over time in collaboration with HACA. In addition, BHCS shall retain primary responsibility for the coordination of supportive services on behalf of the Program participants.

IV. Compensation

A) Subsidy Payments:

1. HACA will provide rent subsidies using BHCS funds for up to 150 households according to the Programs outlined above.
2. BHCS will adjust rent subsidy levels in accordance with the Programs outlined above.

B) HACA Administrative Compensation:

1. BHCS will provide HACA with an initial \$5,000 program design and set-up payment.
2. HACA will invoice BHCS monthly for program management costs (PMC) at a rate of \$81.33 per assisted unit per month during the first year of this MOU (2016), \$83.21 per assisted unit per month during the second year (2017), \$85.71 per assisted unit per month during the third year (2018), and \$88.28 per assisted unit per month during the fourth year (2019). These rates begin on January 1st of each calendar year. PMC are assessed monthly for any unit that is assisted during all or any part of that month. The fee will not be prorated for partial months. An “assisted unit” is a housing unit occupied by a client referred to HACA through the Programs where the unit has passed an HQS inspection and the client has moved into the unit, signed the rental agreement and other applicable program documents and the landlord has agreed to accept the client and the subsidy from HACA.

C) Advance, Invoicing and Reconciliation:

1. BHCS will provide HACA with adequate funding to ensure that HACA retains a cash balance equal to or greater than the total funds needed to pay projected housing subsidies over a three month period.
2. HACA will submit a quarterly invoice to BHCS detailing administrative management costs and the amount of subsidy paid per participant for the Programs during the previous quarter and will maintain at least three months of cash on hand to ensure prompt payment of subsidies to landlords.
3. At the end of each quarter, HACA and BHCS will reconcile advance payments against actual expenses and will roll over unexpended funds to the subsequent quarter when possible and appropriate. Reconciliation may occur more frequently if necessary to maintain three months of cash on hand to ensure prompt payment of subsidies to landlords.

V. Financial Tracking and Recordkeeping:

HACA shall make available to BHCS on request for examination any and all ledgers, books of accounts, invoices, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to BHCS, and shall furnish to BHCS such other evidence or information as BHCS may require with regard to any such expenditure or disbursement charged by HACA. HACA shall maintain full and adequate records during the three-year

period following termination of this MOU or completion of all work with respect to this MOU and shall not destroy, mutilate or alter said records three years after any pending issues between BHCS and HACA with respect to this MOU are closed, whichever is later.

VI. Validity Period, Amendment, and Termination

- A. The term of this MOU shall be from May 1, 2016 – December 31, 2019. This agreement shall continue until cessation, termination, and/or replacement by a subsequent MOU covering the same subject matter.
- B. Either party may request an amendment to this MOU by giving written notice to the other party at least three months prior to the proposed amendment. Both parties must agree to any proposed amendment. Mutually approved amendments shall be incorporated into a revised written agreement signed by all parties.
- C. Either party may terminate this MOU by giving written notice to the other party at least three months prior to the commencement of a new fiscal year (July 1 of each year).

VII. Additional Terms of Agreement

- A. The parties will try to resolve disputes concerning the interpretation or application of this MOU by mutual accord. Unresolved disputes between the parties concerning the interpretation or application of this MOU will be settled by informal means.
- B. BHCS and HACA will formally review the terms of this MOU at least annually.
- C. BHCS acknowledges that the allocation of Section 8 Housing Choice Vouchers is contingent upon at least three years of funding for the Programs.
- D. HACA undertakes not to use or further disclose any information provided to it by BHCS except for the purpose for which it was provided or as otherwise required or authorized by law (e.g. HIPAA – Health Insurance Portability and Accountability Act). As part of this MOU, HACA will enter into a formal Business Associate Agreement (Exhibit C), with BHCS that delineates the responsibilities of HACA related to privacy and confidentiality.

VIII. Notices

All notices, requests, demands, or other communications under this MOU shall be in writing and provided to the following persons:

To BHCS:	COUNTY OF ALAMEDA, BHCS 1404 Franklin Street, STE 200 Oakland, CA 94612 Attn: Robert Ratner
To HACA:	ALAMEDA COUNTY HOUSING AUTHORITY 22941 Atherton Street Hayward, CA 94541 Attn: Christine Gouig

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to MOU as of the day and year first above written.

For Behavioral Health Care Services:	For Housing Authority of the County of Alameda:
 _____	 _____
Manuel Jimenez, Director	Christine Gouig, Executive Director
 _____	 _____
Date	Date

Attachments

Exhibit A - Mental Health Services Act (MHSA) Project-Based Rent Subsidy Program Rates

Exhibit B – Housing Authority of Alameda County – Budget

Exhibit C - HIPAA Business Associate Agreement

Exhibit A
Housing Authority of the County of Alameda (HACA)
and
Alameda County Behavioral Health Care Services
Mental Health Services Act (MHSA) Project-Based Rent Subsidy Program Rates
Calendar Year 2016

A) Meekland Apartments – 21757 Meekland Ave., Hayward, CA 94541

Flat Subsidy Per Tenant = \$900/month
80% TCAC Contract Rents in Service After 3/6/2015

Unit Type	# of this Type	# of Households per Unit	Contract Rent	Tenant Rent Share
Two Bedrooms (2 SRO units)	6	2	\$976/bedroom = \$1,952	\$76/bedroom/month
Three Bedrooms (3 SRO units)	2	3	\$976/bedroom = \$2,928	\$76/bedroom/month

B) Rosa Parks Apartments - 521 W. Grand Ave., Oakland, CA 94612

Flat Subsidy Per Tenant = \$900/month
80% TCAC Contract Rents in Service After 3/6/2015

Unit Type	# of this Type	# of Households per Unit	Contract Rent	Tenant Rent Share
Studio	2	1	\$1,301	\$401/unit/month
One Bedroom	7	1	\$1,393	\$493/unit/month
Three Bedrooms (3 SRO units)	2	3	\$976/bedroom = \$2,928	\$76/bedroom/month

C) Milton House - 817 Milton Ave., Oakland, CA, 94607 – 4 units

Flat Subsidy Per Tenant = \$550/month
40% TCAC Contract Rents in Service for 12/31/11 – 12/31/12 (date range for project start)

Unit Type	# of this Type	# of Households per Unit	Contract Rent	Tenant Rent Share
1 st Floor (Studio-1 Room)	2	1	\$655	\$105/month
2 nd Floor Front (One Bedroom – 2 Rooms)	2	1	\$876	\$326/month

D) Mead House – 814 Mead Ave., Oakland, CA, 94607 – 3 units

Flat Subsidy Per Tenant = \$550/month
40% TCAC Contract Rents in Service for 12/31/11 – 12/31/12 (date range for project start)

Unit Type	# of this Type	# of Households per Unit	Contract Rent	Tenant Rent Share
1 st Floor (Studio – 1 Room – ADA)	1	1	\$655	\$105/month
2 nd Floor (One Bedroom – 2 Rooms)	2	1	\$876	\$326/month

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA Budget for Alameda County Behavioral Health Care Services (BHCS)			Year 1		Year 2		Year 3	Grand Total
EXHIBIT B			% of time Allocated to proposal	Cost	% of time Allocated to proposal	Cost	Cost	
Personnel	Annual Salary							
<u>SALARIES:</u>								
Eligibility Tech	\$ 60,524		28%	\$ 16,947	38%	\$ 23,377	\$ 24,079	\$ 64,403
Housing Inspector	\$ 62,927		11%	\$ 7,048	15%	\$ 9,722	\$ 10,014	\$ 26,784
Administrative Clerk	\$ 54,409		22%	\$ 12,188	30%	\$ 16,812	\$ 17,317	\$ 46,317
Administrative Clerk (Inspection)	\$ 54,409		11%	\$ 6,094	15%	\$ 8,406	\$ 8,658	\$ 23,158
Special Programs Manager (M)	\$ 86,104		4%	\$ 3,857	6%	\$ 5,321	\$ 5,481	\$ 14,660
Account Specialist	\$ 57,084		11%	\$ 6,393	15%	\$ 8,820	\$ 9,084	\$ 24,297
Accountant (M)	\$ 78,761		3%	\$ 2,352	4%	\$ 3,245	\$ 3,342	\$ 8,940
total salaries	\$ 789,383			\$ 54,879		\$ 75,704	\$ 77,975	\$ 208,559
<u>BENEFITS:</u>								
Fringe benefits	\$ 426,267			\$ 29,635		\$ 40,880	\$ 42,106	\$ 112,621
Total Personnel	\$ 1,215,650		7%	\$ 84,514		\$ 116,584	\$ 120,081	\$ 321,180
General and Administrative (*based on PUC)								
Mileage Payments				\$ 80		\$ 107	\$ 110	297
Office Supplies				\$ 1,276		\$ 1,708	\$ 1,760	4,744
Photocopy/Printers				\$ 765		\$ 1,024	\$ 1,055	2,843
Telephone				\$ 1,529		\$ 2,047	\$ 2,109	5,685
Postage				\$ 735		\$ 985	\$ 1,014	2,735
Printing				\$ 797		\$ 1,068	\$ 1,100	2,964
Other General & Administrative Costs				\$ 19,608		\$ 26,261	\$ 27,049	72,918
Total General and Administrative Expense				\$ 24,790		\$ 33,200	\$ 34,196	\$ 92,186
Total Costs				\$ 109,303		\$ 149,784	\$ 154,278	\$ 413,366

Number of families who will receive assistance
Program management cost (PMC) per assisted unit per month

* 112
\$ 81.33

150
\$ 83.21

150
\$ 85.71

BUDGET JUSTIFICATIONS

- 1) Salaries Percentage of projected staff person's salary.
- 2) Fringe Benefits Currently budgeted at 54% of salary.
- 3) Administrative Exp Allocation of annual costs based on total # of contracts (units) and with an annual increase of 3%

BUDGET STATUS

REPORT

Housing Authority of Alameda County
HOUSING CHOICE VOUCHER
Administrative Budget Status Report FYE 2015-2016
February 2016

FY 2016 - HCV OPERATING BUDGET	Budgeted @ 2/29/2016	Actual @ 2/29/2016	OVER (UNDER)	PROJECTED TO 6/30/16	SCH. NO.	2015 BUDGET	2016 BUDGET	DIFFERENCE
INCOME								
Investment Income	490	236	(254)	355	A1	1,680	735	(945)
Misc. Income	215,799	221,697	5,898	332,545	A1	346,000	323,698	(22,302)
Grant Income	0	0	0	0		350,000		(350,000)
Administrative Fee Income	4,298,126	4,575,076	276,950	6,833,270	A	6,697,025	6,447,189	(249,836)
TOTAL INCOME	4,514,415	4,797,009	282,594	7,166,170		7,394,705	6,771,622	(623,083)
EXPENSES								
Administration					B-1& 2	(4,035,794)	(3,794,397)	241,397
Salaries	(2,529,598)	(2,442,343)	87,255	(3,663,515)	C-1&2	(1,337,122)	(1,538,303)	(201,181)
Other Admin.	(1,025,535)	(1,026,812)	(1,277)	(1,540,219)		(5,372,915)	(5,332,700)	40,215
Total	(3,555,133)	(3,469,156)	85,978	(5,203,733)				
General					E	(203,253)	(203,970)	(717)
Insurance	(135,980)	(133,728)	2,252	(200,592)		(2,098,613)	(2,124,862)	(26,250)
Employee Benefits	(1,416,575)	(1,482,988)	(66,413)	(2,224,482)		0	0	0
Miscellaneous	0	0	0	0		(2,301,865)	(2,328,832)	(26,967)
Total	(1,552,555)	(1,616,716)	(64,161)	(2,425,074)				
Total Routine Expenses	(5,107,688)	(5,085,872)	21,816	(7,628,808)		(7,674,781)	(7,661,532)	13,248
Capital Expenditures	0	0	0	0	D2	0	0	0
TOTAL EXPENSES	(5,107,688)	(5,085,872)	21,816	(7,628,808)		(7,674,781)	(7,661,532)	13,248
Income (Deficit) UNSPECIFIED BUDGET REDUCTION						(280,075)	(889,910)	
NET INCOME (DEFICIT)	(593,273)	(288,863)	304,410	(462,638)		(280,075)	(889,910)	(609,835)

Unaudited Unrestricted Net Assets @ 6/30/15
 Projected Income (Deficit) @ 6/30/16
 Projected Unrestricted Net Assets @ 6/30/16

1,892,976
 (462,638)
\$ 1,430,338

Housing Authority of Alameda County
PUBLIC HOUSING
Administrative Budget Status Report FYE 2015-2016
February 2016

FY 2016 - PH OPERATING BUDGET	YTD BUDGET 2/29/2016	YTD ACTUALS 2/29/16	OVER/ (UNDER) BUDGET	Projected to 6/30/16	SCH. NO.	2015 BUDGET	2016 BUDGET	Difference
INCOME								
Dwelling Rentals	246,355	278,653	32,298	417,980	A-1	349,229	369,533	20,304
Office Rental (Mission Blvd-net)	0	0	0	0	A	0	0	0
Investment Income	600	902	302	1,353	A	665	900	235
Misc. Income	48,860	47,521	(1,339)	73,290	A-1	71,250	73,290	2,040
Transfer of Reserves from Ocean Ave				0				0
Operating Subsidy	147,818	207,549	59,730	221,726	A-1	161,830	221,726	59,896
Asset Reposition Fee	41,881	0	(41,881)	62,822	A-1	175,568	62,822	(112,747)
Capital Grant	124,131	124,131	0	186,197	A-1	204,000	186,197	(17,803)
TOTAL INCOME	609,645	658,756	49,110	963,368		962,542	914,468	(48,074)
EXPENSES								
Administration								
Salaries	(138,061)	(149,852)	(11,791)	(216,453)	B-1& 2	(209,968)	(207,091)	2,877
Other Admin.	(51,876)	(80,945)	(29,069)	(132,721)	C-1	(96,513)	(77,814)	18,699
Total	(189,937)	(230,797)	(40,860)	(349,174)		(306,481)	(284,906)	21,576
Tenant Services								
Resident Managers	(3,667)	(400)	3,267	(600)		(5,500)	(5,500)	0
Recreation	0	0	0	0		(7,500)	0	7,500
Total	(3,667)	(400)	3,267	(600)		(13,000)	(5,500)	7,500
Utilities								
Water	(33,387)	(24,150)	9,238	(36,225)		(50,081)	(50,081)	0
Electricity	(12,667)	(9,356)	3,311	(14,034)		(19,000)	(19,000)	0
Gas	(933)	(599)	336	(898)		(1,400)	(1,400)	0
Sewer	(12,000)	(8,234)	3,767	(12,350)		(26,400)	(18,000)	8,400
Total	(58,987)	(42,338)	16,651	(63,507)		(96,881)	(88,481)	8,400
Maintenance								
Salaries	(47,828)	(50,296)	(2,469)	(72,650)	B-2	(70,822)	(71,742)	(919)
Materials	(33,334)	(21,956)	11,378	(46,330)	D	(43,904)	(50,001)	(6,097)
Contract Costs	(139,933)	(210,304)	(70,370)	(230,759)	D	(358,834)	(209,900)	148,934
Total	(221,095)	(282,556)	(61,461)	(349,740)		(473,560)	(331,643)	141,918
General								
Insurance	(19,267)	(15,749)	3,519	(25,825)	E	(28,426)	(28,900)	(474)
Tax-In Lieu Of	(18,737)	(18,737)	0	(28,105)		(25,235)	(28,105)	(2,870)
Employee Benefits	(100,380)	(62,097)	38,283	(147,443)		(146,011)	(150,570)	(4,559)
Collection Loss	(667)	0	667	(1,000)		(1,000)	(1,000)	0
Miscellaneous	(667)	0	667	(1,000)		(1,000)	(1,000)	0
Total	(139,717)	(96,582)	43,135	(203,372)		(201,672)	(209,575)	(7,903)
Total Routine Expenses	(613,403)	(652,674)	(39,269)	(966,393)		(1,091,594)	(920,104)	171,490
Capital Expenditure-exterior renovation of Emery Glen								
TOTAL EXPENSES	(613,403)	(652,674)	(39,269)	(966,393)		(1,091,594)	(920,104)	171,490
NET INCOME (DEFICIT)	(3,757)	6,083	9,841	(3,025)		(129,052)	(5,636)	123,416

Unaudited Unrestricted Net Position @ 6/30/15

\$1,519,225

Projected Income/(Deficit) @ 6/30/16

(3,025)

BUDGETED Unrestricted Net Position Balance @ 6/30/16

\$1,516,200

PROGRAM ACTIVITY

REPORT

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 13, 2016

Subject: Programs Activity Report

Exhibits Attached: Section 8 Contract Report; Section 8 Average Contract Rent Report; Fraud Payments Report; Landlord Rental Listing Report; FSS Program Monthly Report

Recommendation: Receive Report

Financial Statement: None

SECTION 8 HOUSING CHOICE VOUCHERS

- **Lease-Up:** As of April 1, 2016, the Section 8 Housing Choice Voucher program had 6,031 units under contract. The fiscal year-to-date lease-up average is 96.67% units as of April 1, 2016. The budget authority use average through February 2016 is 104%.
- **Program Utilization:** As of April 1, 2016, the average HAP subsidy was \$1,120 and the average tenant-paid rent portion was \$481 for an average Contract Rent of \$1,603. Amounts vary by \$1 due to rounding.
 - ❖ As of April 1, 2016, HACA had 65 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
 - ❖ As of April 1, 2016, HACA billed other housing authorities, primarily the Oakland Housing Authority, for 364 incoming portability contracts. The number is dropping as HACA absorbs older port-in contracts in order to increase its lease-up, which has been dropping due to skyrocketing rents in the county and the inability of tenants to locate affordable units.
- **Section 8 Contract Report:** A copy of the Contract Report is attached.
- **Fraud / Debt Recovery:** HACA retained \$6,086.91 for the month of February 2016. A total of \$30,232.35 was retained over the last six months.
- **Landlord Rental Listings:** As of April 1, 2016 there were 708 landlords with properties in HACA's jurisdiction utilizing the *GoSection8* rental listing service. There were three new landlords added to the Section 8 program this month. There were only six active properties listed as of April 1, 2016.

FAMILY SELF SUFFICIENCY (FSS)

In March, the FSS Department held a Section 8 Homeownership workshop that gave an overview of the housing authority's requirements for participation in the Homeownership program. The Department also hosted a question and answer session on Alameda County's child support program. At this session the Alameda County Department of Social Services gave an overview of the program and answered attendees' questions.

HUD published this year's FSS Program Notice of Funding Availability (NOFA) on March 23rd. An award under this NOFA provides renewal funding for the salaries of HACA's FSS Coordinators. The FSS Department will submit the completed application prior to the April 20, 2016 application due date and is looking forward to being funded again this year.

PUBLIC HOUSING

As of April 1, 2016, HACA converted its remaining 72 Public Housing units to HUD's Rental Assistance Demonstration (RAD) program. These 72 units are now part of HACA's Section 8 Housing Choice Voucher (HCV) Project-Based program. As with HACA's previously disposed of Public Housing units that also became part of HACA's Project-Based Voucher program, occupancy will be included in the Section 8 HCV Lease-Up section on the first page of this report and this Public Housing section will be discontinued.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Contract and HAP Report for the Month of March 2016

	Certificates		Vouchers		March 2016 TOTAL			
City	Number	HAP*	Number	HAP**	Number	HAP	March 2015	March 2014
Albany	0	\$0	27	\$30,105	27	\$30,105	28	31
Castro Valley	11	\$11,627	198	\$220,770	209	\$232,397	219	226
Dublin	3	\$3,171	347	\$386,905	350	\$390,076	350	360
Emeryville	6	\$6,342	122	\$136,030	128	\$142,372	123	116
Fremont	24	\$25,368	1,045	\$1,165,175	1,069	\$1,190,543	1,147	1,259
Hayward	117	\$123,669	1,908	\$2,127,420	2,025	\$2,251,089	2,221	2,416
Newark	3	\$3,171	219	\$244,185	222	\$247,356	240	254
Pleasanton	3	\$3,171	111	\$123,765	114	\$126,936	117	126
San Leandro	16	\$16,912	1,453	\$1,620,095	1,469	\$1,637,007	1,513	1,510
San Lorenzo	0	\$0	197	\$219,655	197	\$219,655	218	230
Union City	4	\$4,228	726	\$809,490	730	\$813,718	768	824
TOTALS	187	\$197,659.00	6,353	\$7,083,595.00	6,540	\$7,281,254.00	6,944	7,352

**Based on an average March Housing Assistance Payment (HAP) of \$1057 per certificate contract*

***Based on an average March Housing Assistance Payment (HAP) of \$1115 per voucher contract*

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Average Contract Rent Report for the Month of March 2016

City	Number of HAP Contracts	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	27	\$1,368	\$1,087	\$280	20%
Castro Valley	179	\$1,601	\$1,128	\$473	30%
Dublin	275	\$1,730	\$1,272	\$458	26%
Emeryville	115	\$1,388	\$943	\$445	32%
Fremont	990	\$1,814	\$1,269	\$545	30%
Hayward	1863	\$1,543	\$1,077	\$465	30%
Newark	221	\$2,016	\$1,371	\$645	32%
Pleasanton	110	\$1,426	\$993	\$433	30%
San Leandro	1449	\$1,542	\$1,075	\$467	30%
San Lorenzo	199	\$1,822	\$1,315	\$507	28%
Union City	535	\$1,883	\$1,332	\$551	29%

*Some rents may vary by \$1 due to rounding

DEBT COLLECTIONS

2015-2016

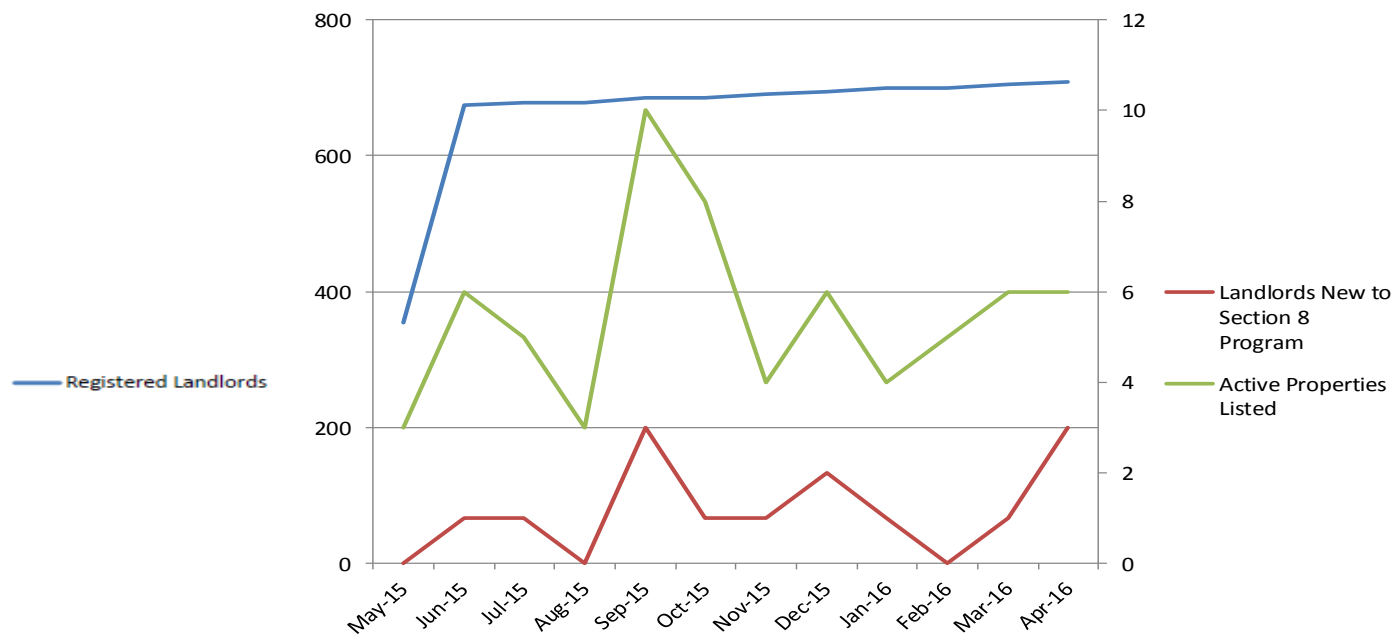
FYE 06/30/16

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY '16	FEBRUARY	MARCH	APRIL	MAY	JUNE	GRAND
													TOTALS
<i>DAMAGE CLAIMS</i>	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$200.00
<i>FRAUD REPAYMENTS</i>	\$5,070.25	\$3,442.19	\$4,293.91	\$4,363.48	\$5,703.87	\$5,308.76	\$4,475.42	\$6,086.91					\$38,744.79
TOTALS	\$5,270.25	\$3,442.19	\$4,293.91	\$4,363.48	\$5,703.87	\$5,308.76	\$4,475.42	\$6,086.91	\$0.00	\$0.00	\$0.00	\$0.00	\$38,944.79

Landlord Rental Listing Report

Monthly

	5/1/2015	6/1/2015	7/1/2015	8/3/2015	9/1/2015	10/1/2015	11/2/2015	12/1/2015	1/4/2016	2/1/2016	3/1/2016	4/1/2016
Registered Landlords	355	675	678	678	685	686	691	694	699	700	705	708
Landlords New to Section 8 Program	0	1	1	0	3	1	1	2	1	0	1	3
Active Properties Listed	3	6	5	3	10	8	4	6	4	5	6	6





To: Christine Gouig, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
CC: Ron Dion, Linda Evans, Phyllis Harrison, Mary Sturges, Eli Isaacs
Date: March 30, 2016

Program Summary	March 2016
Total Clients Under Contract:	145
MDRC:	100
Graduates:	0
Escrow Disbursed:	\$4,272.55
Ports In:	0
Ports Out:	0
Terminations:	2
New Contracts:	0

FSS PROGRAM NEWS:

Workshops

On Wednesday, March 23, 2016, the FSS team held a Section 8 Homeownership workshop. The workshop provided an overview of the Housing Authority's requirements for participation in the program.

On Thursday, March 24, 2016, the Alameda County Department of Social Services was on site to answer questions concerning child support. The agency representative presented an overview of the child support program.

NOFA Response

FSS staff has been working on HACA's proposal for FSS renewal funding. The response to HUD's Notice of Funding Availability (NOFA) is due April 20.

Case Management Referrals = 4
Job Lead Referrals = 202