



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 Date: September 8, 2021
Time: 8:00 a.m.

Based on guidance provided by federal, state, and local public health officials, the Housing Authority of the County of Alameda ("HACA") has changed the way the Housing Commission meetings are conducted. To help lessen the spread of COVID-19 and its variants in our communities in person meetings are suspended until further notice. The public can still attend and participate in the Housing Commission meetings through Zoom or by telephone. Here are the instructions on how to access this meeting:

How to attend this meeting using the Zoom Video Conference platform:		
Members of the public may listen, view, and/or participate in this meeting using Zoom. You may have to download the Zoom app, however, using Zoom and downloading the Zoom app is free. You can access the Zoom meeting through one of the following ways:		
Join by clicking on this link: https://us02web.zoom.us/j/88460095724	OR Use your computer or laptop and go to: https://zoom.us/join Type in/enter Meeting ID: <u>884 6009 5724</u>	OR Use your mobile device such as a cell phone, iPad and/or tablet. If you don't have the Zoom app on your device, first download the Zoom app to your device (it's free) then go in the app and tap on "Join Meeting." Type in/enter Meeting ID: <u>884 6009 5724</u>

How to participate in this meeting by phone:
Dial: 1-888-788-0099 then when prompted, enter Meeting ID: <u>884 6009 5724</u>

PUBLIC COMMENT

Please email your comment(s) to melissat@haca.net, preferably no later than **5:00 p.m. on Tuesday, September 7, 2021**. When the Chairperson calls for "Public Comment" your comment(s) will be shared and read into the record. If you are attending the meeting on Zoom or by phone, please wait for the Chairperson to ask for comments from the public. Upon recognition by the Chairperson, state your name, comments and/or questions. To allow the opportunity for all to speak, there is a time limit of 3 minutes 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 public speakers who wish to address the Housing Commission. If you wish to comment on an item on the agenda, you may do so when the Chairperson calls for comments on the agenda item. **The Housing Commission may only address matters within their jurisdiction.** Thank you for your understanding and flexibility during the COVID-19 public health emergency. If you have any questions, please email melissat@haca.net or call (510)727-8511.

(CONTINUED ON NEXT PAGE)



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1. CALL TO ORDER / ROLL CALL		
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HOUSING COMMISSION
MEETING MINUTES
July 14, 2021



**HOUSING COMMISSION
SUMMARY ACTION MINUTES
Regular Meeting: July 14, 2021
Meeting Time: 8:00 a.m.**

Based on guidance provided by the Centers for Disease Control Prevention, Governor Newsom's Executive Orders and Alameda County Public Health officials, HACA's office building is temporarily closed to the public and in-person meetings have been suspended until further notice. This Housing Commission meeting was conducted on the Zoom video conference platform and by phone.

1. CALL TO ORDER / ROLL CALL

CALL TO ORDER:

Chairperson Hannon called the meeting to order at 8:01 a.m.

ROLL CALL:

Present:

Chairperson Michael Hannon	Commissioner Monith Ilavarasan
Commissioner Pete Ballew	Commissioner Shawn Kumagai
Commissioner Angela Finley	Commissioner Sara Lamnin
Commissioner Pat Gacoscos	Commissioner Peggy McQuaid
Commissioner Mark Gerry	Commissioner Yang Shao

2. ACTION: ELECTION OF OFFICERS

Chairperson Hannon reported that he along with Commissioners Kumagai, Lamnin and McQuaid were appointed to the Commission's Nominating Committee to select candidates for the positions of Housing Commission Chair and Vice Chair and that the committee recommends that the Housing Commission appoint Commissioners Peggy McQuaid and Yang Shao to these positions.

Recommendation: Approve the election of Commissioner Peggy McQuaid to the position of Housing Commission Chairperson and Yang Shao to the position of Housing Commission Vice Chairperson.

Motion/Second: Hannon/Ballew.

Commission Discussion: Cmr. Hannon thanked the Commissioners for their support during his time as the Housing Commission Chairperson. He also praised staff for the outstanding work that they do. Newly elected Chairperson Peggy McQuaid thanked the Commissioners for their support and expressed appreciation to Cmr. Hannon for his excellent service as the Housing Commission Chairperson. She also congratulated

newly elected Vice Chairperson Shao. Kurt Wiest, Executive Director, thanked Cmr. Hannon for his guidance, leadership, and support.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Finley, Gacoscas, Gerry, Hannon, Kumagai, Ilavarasan, Lamnin, McQuaid and Shao

Motion passed. **APPROVED AS RECOMMENDED.**

Newly elected Chairperson McQuaid chaired the remainder of the meeting.

3. ACTION: APPROVAL OF THE MINUTES OF THE JUNE 9, 2021 HOUSING COMMISSION MEETING

Recommendation: Approve the minutes of the June 9, 2021 Housing Commission meeting as presented.

Motion/Second: Kumagai/Shao.

Upon a roll call of the votes being taken the votes were:

Cmr. Ballew, Finley, Gacoscas, Gerry, Hannon, Ilavarasan, Kumagai, Lamnin, McQuaid, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

4. PUBLIC COMMENT: *On items not on the agenda.*

None.

5. INFORMATION: EXECUTIVE DIRECTOR'S REPORT

Mr. Wiest presented his report to the Commission. Mr. Wiest announced that he has reached his one year with HACA and thanked the Housing Commission and staff for their support. He also welcomed Monith Ilavarasan, a newly appointed Housing Commissioner from the city of Pleasanton. While on the topic of vacancies on the Housing Commission, Mr. Wiest reported that staff recently interviewed a candidate for the Senior Tenant Commissioner position and will begin the process of obtaining approval for appointment from the Alameda County Board of Supervisors. Mr. Wiest also provided the Housing Commission with an update on COVID-19 relative to HACA's operations. He reported that HACA ended the emergency short-term teleworking agreement that was implemented at the beginning of the pandemic and that most staff have returned to working in the office on July 6. Mr. Wiest indicated that HACA does not have a definitive date for opening the office building to the public and that

he will keep the Housing Commission updated on any plans for reopening. Lastly, Mr. Wiest reported on a recent meeting that he had with members of the Contempo Homeowners Association in response to concerns that were raised during the Public Comment period at the June Housing Commission meeting.

Commission Discussion: Cmr. Ilavarasan shared his background, commented that he is passionate about housing and excited to be on the Housing Commission. Cmr. Gacoscos thanked Mr. Wiest for reaching out to Mr. Kwei regarding his concerns with the Contempo Homeowners Association. Chairperson McQuaid welcomed Cmr. Ilavarasan to the Housing Commission.

6. NEW BUSINESS

6-1. PRESENTATION: RECOGNIZE ROOYNA AYUBI AS HACA'S SHINING STAR FOR JULY THROUGH DECEMBER 2021

Melissa Taesali, Executive Assistant, presented the staff report. Ms. Taesali announced that Rooyna Ayubi, an Eligibility Technician in HACA's Housing Programs, was selected as HACA's Shining Star for July – December 2021. She read the comments that were submitted by those who nominated Rooyna. Rooyna expressed appreciation to her co-workers for the nomination and thanked the Housing Commission for their recognition. Mr. Wiest shared his support for the HACA Shining Star program and congratulated Rooyna on her award.

Commission Discussion: Ms. Taesali stated for the record that there was a typo on the agenda and that this item is a presentation that does not require any action by the Housing Commission.

6-2. ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN ALAMEDA COUNTY AND HACA TO RECEIVE AND PROCESS REFERRALS FROM THE COORDINATED ENTRY SYSTEM

Oscar Macias, Administrative Analyst II, presented the staff report. Mr. Macias reported that HACA, along with the housing authorities in the cities of Alameda, Berkeley and Oakland were awarded Emergency Housing Vouchers (EHV). He explained that Alameda County will be handling the referrals for all the housing authorities who were awarded EHV's and that HACA worked with these housing authorities on a Memorandum of Understanding (MOU) under which all will operate. Mr. Macias reported that the draft MOU is a work in progress that is under review by

the county and that once the MOU is executed, staff will bring the final MOU to the Housing Commission for ratification.

Recommendation: Authorize the Executive Director to sign a Memorandum of Understanding with the County of Alameda for the administration of Emergency Housing Vouchers and following its execution, present the final MOU to the Housing Commission for ratification.

Commission Discussion: Cmr. Kumagai and Mr. Macias discussed the allocation of the EHV's to each of the housing authorities in county. Cmr. Lamnin thanked Mr. Macias for representing HACA's interests in this partnership. Cmr. Lamnin and Mr. Macias talked about plans for data tracking and reports for the EHV's. She commented that she would like staff to report back on where the families were when they entered the program and where they ultimately reside using their EHV. Mr. Wiest thanked Mr. Macias for the work he is doing to implement the EHV program. He also described the goals of the program and the target population this program will serve. Cmr. Hannon asked if the county would have any issues signing the MOU before the deadline and Mr. Macias indicated that he didn't anticipate any issues with meeting the deadline. Cmr. Finley and Mr. Macias discussed some scenarios for the referral process and the partners who will be working with the county to assist with the referrals.

Motion/Second: Shao/Hannon.

Upon a roll call of the votes being taken the votes were:

Cmr. Ballew, Finley, Gacoscas, Gerry, Hannon, Ilavarasan, Kumagai, Lamnin, McQuaid, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

6-3. ACTION: AMENDA CONTRACT WITH HARSHWAL & COMPANY LLP FOR FINANCIAL AUDIT SERVICES

Mansoorali Hudda, Finance Director, presented the staff report. Mr. Hudda reported that staff is proposing to amend the contract with Harshawl & Company LLP (Harshawl) for financial auditing services. He indicated that the existing contract has expired, and staff recommends an extension for another 4 years for a contract amount of \$152,000. Mr. Hudda commented that Harshawl has provided excellent service and recommended that the Housing Commission approve the amendment to the contract.

Recommendation: Approve an amendment to the contract with Harshawl & Company LLP for financial audit services.

Upon a roll call of the votes being taken the votes were:

Cmr. Ballew, Finley, Gacoscas, Gerry, Hannon, Ilavarasan, Kumagai, Lamnin, McQuaid, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

6-4. ACTION: APPROVE THE 2021 SCHOLARSHIP AWARDS

Daniel Taylor, Special Programs

Recommendation: Approve the 2021 scholarship awards.

Commission Discussion: Cmr. Ilavarasan and Mr. Taylor discussed how the scholarship program is funded and the criteria for eligibility to apply for a scholarship. Cmr. Hannon thanked the Commissioners who participated on the scholarship committee. He shared his memories of former Housing Commissioner Don Biddle and commented that he is pleased that HACA is honoring Don's through the memorial scholarship. Cmr. Hannon and Mr. Taylor discussed language assistance for those with limited English proficiency. Cmr. Kumagai commented on his participation on the scholarship committee, shared some of the highlights of being on the committee, and mentioned that staff will come back to the Housing Commission in the future for some feedback on how to make the scholarship program even better. Chairperson McQuaid shared her experience as a member of this year's scholarship committee. Cmr. Gacoscos recommended that the FSS Program think about some ways to help applicants with their personal essays particularly if an applicant is having difficulties to language. Chairperson McQuaid thanked Mr. Taylor, Ms. Taesali and the Commissioners who served on the committee.

Motion/Second: Shao/Gacoscos.

Upon a roll call of the votes being taken the votes were:

Cmr. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Patz and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

6-5. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor presented the staff report. Mr. Taylor reported that the Family Self-Sufficiency (FSS) Program will be holding a condensed and virtual version of the annual Health and Resource Fair on July 31. He also shared that an FSS Program participant recently passed away due to a terminal illness. Mr. Taylor reported that this participant provided her time, support, and service to FSS Program throughout her illness, was a source of inspiration to all and that she will be dearly missed.

Commission Discussion: Cmr. Gerry and Mr. Taylor discussed the upcoming virtual event. Cmr. Hannon suggested that the Commission adjourn their meeting in honor of the FSS participant who has passed away. Cmr. Lamnin expressed her condolences. Cmr. Lamnin and Mr. Taylor discussed exchanging information on resources for future FSS events. Chairperson McQuaid asked that Mr. Taylor let the family of the FSS participant know that she was honored by the Housing Commission.

7. COMMISSIONER REPORTS

Cmr. Lamnin reported that the National Association of Housing and Redevelopment Officials (NAHRO) is advocating for designating housing as infrastructure and invited the Housing Commission to utilize the tools that have been provided by NAHRO for this initiative to lend their support. She also discussed outreach efforts that are underway to share information with constituents on redistricting and asked that staff help to support this outreach.

Cmr. Gacoscos thanked Cmr. Hannon for his excellent leadership during his time as Housing Commission Chairperson and congratulated newly elected Chairperson McQuaid.

8. ADJOURNMENT

There being no further business to discuss Chairperson McQuaid called for a moment of silence and adjourned the meeting in memory of the FSS Program participant who passed away. The meeting was adjourned at 8:54 a.m.

Respectfully submitted,

Melissa Taesali
Executive Assistant/Housing Commission Clerk

Kurt Wiest
Executive Director/Housing Commission Secretary

Approved:

Peggy McQuaid
Housing Commission Chairperson

EXECUTIVE DIRECTOR'S REPORT

September 8, 2021

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

EXECUTIVE DIRECTOR'S REPORT

Meeting Date: September 8, 2021

1. **Implementation of Organizational Changes:** The recommendations presented to HACA's Personnel Committee at their July 14 meeting have been initiated and moving forward to full implementation. The recruitment for Deputy Executive Director was made for internal candidates only and Laura Broussard Rosen has been appointed to the position. She's extremely qualified and will continue to be a valued member of the senior management team as she takes on greater responsibilities.

Another recommendation being carried out is creating greater breadth of leadership in our Housing Programs department. Our intent was to divide this department into two and bring on a new department manager. With the promotion of Laura Broussard Rosen to Deputy Executive Director, we are now recruiting for her replacement along with another new manager. These two positions are now open for recruitment to both internal and external candidates.

2. **Introduction of New Management Staff:** Two other key positions have recently been filled on the management team at HACA. We're fortunate to have brought on two strong and experienced individuals. They are:
 - Diana Soriano, Accountant. Diana returns to HACA after an 18-month absence. She had previously served capably for five years as an Account Specialist. She replaces Andre Velarde who retired.
 - Robert Viernes, Facilities Manager. Robert comes to us from the Hayward Unified School District and has over twenty years' experience in the management of facilities, mostly with area airports (Moffat Field, Oakland, and San Francisco). Robert replaces George Smith who retired.

These two new staff members will be with us in the Commission meeting and will be introduced.

3. **COVID-19 Operations Update:** We are now in an in-person work environment and ended the emergency teleworking program in July. HACA operations work best in a collaborative environment where staff can be supported by being in the same location with each other. We continue to follow strict health and safety measures related to the COVID-19 virus.

Because of staff compliance with these measures, we have had no outbreaks of the virus since the beginning of the pandemic.

At present we have no plans to open to the public. Our analysis has shown we are effectively meeting the needs of those we serve through remote operations. We will continue to monitor ways to improve our work environment and encourage staff, participants, and the greater community to be vaccinated.

4. **Update on Senior Housing Commissioner and Emeryville Commissioner Vacancies:** A senior citizen PACH resident, Andrew Serna, and a representative from the City of Emeryville, Scott Donahue, both have their applications for HACA Board of Commissioner service before the Alameda County Board of Supervisors. It appears these applications will be considered no later than the September 28 Board of Supervisor's meeting.
5. **Follow-up on Public Comments at June Commission Meeting:** During the public comments portion of the June 2021 Commission meeting Mr. Jack Kwei expressed concerns about capital improvements at the 682-unit Contempo condominium development in Union City. Mr. Kwei is a resident at Contempo and a former board member of the homeowner's association. HACA, through its PACH affiliate, owns 10 units at Contempo. Mr. Kwei requested HACA investigate expenditures and scope of work for recent improvements at the property, including those that affect one PACH dwelling.

Immediately following the June Commission meeting, staff reached out to Mr. Kwei and have been delayed in meeting with him because of scheduling conflicts. At the time of writing this report, we had proposed a meeting date of September 7 and Mr. Kwei was going to check with his group and get back to us. We will update your Commission should a meeting take place. On July 12 we did have an opportunity to meet with James Salas, the site manager for the Contempo HOA, and Trung Le, HOA board president. We are satisfied that PACH and other Contempo owner's interests are being met by actions of the HOA and its management entity.

NEW BUSINESS
September 8, 2021

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: September 08, 2021

Subject: Emergency Housing Vouchers (EHVs)

Exhibits: Attachment A: Administrative Plan EHV Policy Chapter; Signed MOU with the County of Alameda, Oakland Housing Authority, Berkeley Housing Authority, Alameda City Housing Authority, and HACA

Recommendation: Approve Proposed Policy Revisions and MOU

Financial Statement: None

BACKGROUND

On July 14, 2021, HACA brought to your commission the EHV agenda item requesting authorization to enter into an MOU with the County of Alameda and other participating PHAs to administer the EHV program. At the time, the MOU was not finalized so a sample template was provided. On July 21, 2021, HACA signed the finalized MOU which is attached for your reference. Additionally, HACA has amended its Administrative Plan to incorporate HUD regulations and PHA policies for administering the EHV Program. Both the MOU and Administrative Plan EHV Policy Chapter are being submitted for your approval.

DISCUSSION and ANALYSIS

The MOU between the County of Alameda, Oakland Housing Authority, Berkeley Housing Authority, Alameda City Housing Authority, and HACA incorporates all the roles and responsibilities of each agency as to how the EHV program will be administered. This includes a list of deliverables to meet specific voucher issuance goals, services provided to the client, reporting requirements, process for providing referrals to PHAs, and guidance on administering portability within our jurisdiction.

The Administrative Plan EHV Policy Chapter outlines the specific program requirements for issuing EHVs as well as alternative policy flexibilities for PHAs to utilize. HACA has taken advantage of many of these flexibilities to ensure that clients can lease up as quickly as possible. Staff recommends that your Commission approve the MOU and revisions to the Admin Plan.

BUDGET STATUS REPORT

As of June 30, 2021

(Preliminary)

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
BUDGET STATEMENT OF REVENUES, AND EXPENSES
FOR THE PERIOD ENDED JUNE 30, 2021**

	Housing Choice Voucher			Housing Development Fund			PACH		
	Approved Budget FY 2020-2021	Budget 06/30/2021	Actuals 06/30/2021	Approved Budget FY 2020-2021	Budget 06/30/2021	Actuals 06/30/2021	Approved Budget FY 2020- 2021	Budget 06/30/2021	Actuals 06/30/2021
Housing Assistance Payments (HAP)									
Est. HUD PHA grants-HAP	125,754,404	125,754,404	128,756,360						
Less: Est. HAP expenses	125,676,991	125,676,991	128,807,586						
Operating Income									
Rental revenue - tenants	-	-	-	143,000	143,000	143,140	1,475,928	1,475,928	1,292,875
Other revenue -tenants	-	-	-	-	-	-	106,875	106,875	106,872
HUD PHA grants (Including Covid 19 Admin. Funds)	8,722,368	8,722,368	9,564,445	-	-	-	3,990,584	3,990,584	3,768,039
Other revenue	327,518	327,518	352,313	42,500	42,500	44,982	3,500	3,500	19,637
Other revenue - property management fees	-	-	-	1,758,840	1,758,840	1,758,840	-	-	-
Investment income	-	-	-	50,000	50,000	19,408	115,060	115,060	43,079
Total	9,049,886	9,049,886	9,916,758	1,994,340	1,994,340	1,966,370	5,691,947	5,691,947	5,230,502
Operating Expenses									
Administrative salaries	(4,202,521)	(4,202,521)	(4,115,417)	(459,981)	(459,981)	(524,648)	-	-	-
Administrative expenses	(2,048,368)	(2,048,368)	(1,742,435)	(204,465)	(204,465)	(117,131)	(757,461)	(757,461)	(590,256)
Property Management and Administrative Service Fees							(1,670,400)	(1,670,400)	(1,670,400)
Utilities	-	-	-	(47,716)	(47,716)	(43,873)	(227,147)	(227,147)	(227,391)
Covid 19 Expenses	(1,400,000)	(1,400,000)	(102,505)	-	-	-	-	-	-
Maintenance services	-	-	-	(133,553)	(133,553)	(216,821)	(1,144,578)	(1,144,578)	(1,356,196)
General expenses	(181,566)	(181,566)	(91,295)	(11,169)	(11,169)	(9,150)	(194,946)	(194,946)	(166,381)
Employee benefits	(2,395,437)	(2,395,437)	(2,254,863)	(317,654)	(317,654)	(322,254)	-	-	-
Total	(10,227,892)	(10,227,892)	(8,306,515)	(1,174,538)	(1,174,538)	(1,233,877)	(3,994,532)	(3,994,532)	(4,010,624)
Income (Loss)	(1,178,006)	(1,178,006)	1,610,243	819,802	819,802	732,493	1,697,415	1,697,415	1,219,878
Cash & Investments as of 06/30/2021			5,866,700			4,390,255			12,260,979

**

Restricted	2,612,000
Unrestricted	9,648,979
Total	12,260,979

PROGRAM ACTIVITY

REPORT

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: September 8, 2021

Subject: Programs Activity Report

Exhibits Attached: Section 8 Contract and Housing Assistance Payments (HAP) Report;
Section 8 Average Contract Rent Report; Landlord Rental Listing
Report; FSS Program Monthly Report

Recommendation: Receive Report

SECTION 8 HOUSING CHOICE VOUCHERS (HCV)

- **Lease-Up:** As of September 1, 2021, the Section 8 HCV program had 6,447 units under contract. This number includes HACA vouchers and portability clients for which we are being billed by the receiving housing authority but excludes portability clients for which we are billing the initial housing authority.
- **HCV Program Utilization:** As of September 1, 2021, the average HAP subsidy was \$1,747 and the average tenant-paid rent portion was \$559 for an average Contract Rent of \$2,306. These amounts include HACA vouchers, but do not include incoming and outgoing portability clients.
 - ❖ As of September 1, 2021, HACA had 80 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
 - ❖ As of September 1, 2021, HACA billed other housing authorities for 139 incoming portability contracts.
 - ❖ As of September 1, 2021, 224 of PACH's 230 project-based voucher (PBV) units are leased with three of the vacant units anticipated to be occupied before month end. Due to COVID-19, we are leasing the two units at Nidus Court that were being held vacant to be used as temporary living units for tenants while we remodel their units at the property. We hope to resume our remodeling project soon.
- **Section 8 Contract Reports:** Copies of the Contract Reports are attached. The Section 8 Contract and HAP Report includes HACA certificates, HACA vouchers and portability clients for which we are billing the initial housing authority. The Section 8 Average Contract Rent Report includes HACA vouchers and portability clients for which we are billing the initial housing authority.
- **Landlord Rental Listings:** As of September 1, 2021, there were 58 active properties listed.

	10/1/20	11/4/20	12/1/20	1/4/21	2/1/21	3/1/21	4/1/21	5/3/21	6/1/21	7/1/21	8/1/21	9/1/21
Units	103	118	100	92	97	95	111	97	89	72	67	58

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Contract and HAP Report for the Month of August 2021

	Certificates		Vouchers		AUGUST 2021 TOTAL			
City	Number	HAP*	Number	HAP**	Number	HAP	AUGUST 2020	AUGUST 2019
		based on avg \$2,019		based on avg \$1,755				
Albany	0	\$0	12	\$21,060	12	\$21,060	12	14
Castro Valley	3	\$6,057	227	\$398,385	230	\$404,442	226	223
Dublin	3	\$6,057	412	\$723,060	415	\$729,117	406	401
Emeryville	6	\$12,114	153	\$268,515	159	\$280,629	157	146
Fremont	21	\$42,399	1,142	\$2,004,210	1,163	\$2,046,609	1,109	1,073
Hayward	35	\$70,665	1,839	\$3,227,445	1,874	\$3,298,110	1,882	1,917
Newark	6	\$12,114	224	\$393,120	230	\$405,234	227	225
Pleasanton	3	\$6,057	275	\$482,625	278	\$488,682	246	218
San Leandro	14	\$28,266	1,296	\$2,274,480	1,310	\$2,302,746	1,328	1,316
San Lorenzo	3	\$6,057	179	\$314,145	182	\$320,202	180	189
Union City	8	\$16,152	695	\$1,219,725	703	\$1,235,877	702	701
TOTALS	102	205,938	6,454	11,326,770	6,556	11,532,708	6,475	6,423

* Based on an average August Housing Assistance Payment (HAP) of \$2,0191 per certificate contract

**Based on an average August Housing Assistance Payment (HAP) of \$1,755 per voucher contract

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Average Contract Rent Report for the Month of August 2021

City	Number of HAP Contracts (HCV Only)	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	12	\$1,654	\$1,226	\$428	26%
Castro Valley	227	\$2,345	\$1,778	\$569	24%
Dublin	412	\$2,287	\$1,782	\$504	22%
Emeryville	153	\$1,916	\$1,414	\$503	26%
Fremont	1,142	\$2,440	\$1,902	\$537	22%
Hayward	1,834	\$2,226	\$1,680	\$546	25%
Newark	224	\$2,603	\$1,923	\$680	26%
Pleasanton	275	\$2,111	\$1,686	\$427	20%
San Leandro	1,296	\$2,234	\$1,683	\$550	25%
San Lorenzo	179	\$2,532	\$1,880	\$647	26%
Union City	695	\$2,472	\$1,855	\$617	25%

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

This report includes HACA vouchers and portability clients for which we are billing the initial housing authority.



To: Kurt Wiest, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
Cc: Linda Evans, Phyllis Harrison, Mary Sturges, Vannessa Kamerschen
Date: August 1, 2021

Program Summary	July 2021
Total Clients Under Contract:	197
Graduates:	0
Escrow Disbursed:	\$0
Ports In:	0
Ports Out:	0
Terminations:	0
New Contracts:	1

FSS PROGRAM NEWS:

2021 Virtual Health and Resource Fair

On Saturday July 31, 2021, FSS held its annual Health and Resource Fair. This year's event was held through zoom. Five (5) community partners presented valuable information about resources available in the county. Fifty-one (51) FSS participants attended the event. The following community partners presented and answered questions:

- Anthem Blue Cross (Health Care Services)
- Spectrum Services (Utility Assistance)
- Fremont Resource Center (Social Services)
- Operation Hope (Homeownership)
- Alameda County Boost "AC Boost" (Down Payment Assistance)

Anthem Blue Cross sponsored the event and provided the program with a \$3,000.00 grant. The grant allowed us to purchase supplies for kids to draw posters for NAHRO's *What Home Means to Me* poster contest. The kids also

received a free backpack filled with school supplies. We are grateful for Anthem's support.



HACA Scholarship Donation

We are pleased to announce that an FSS graduate gave a generous donation of \$500.00 to the HACA Scholarship Program. It's always nice to have former participants give back to the program.

NAHRO Poster Contest

The regional chapter board for NAHRO informed us that FSS participant Mitchell O.'s submission for the *What Home Means to Me* poster contest was selected as a winner for our region and will move on to the national competition. Mitchell was a previous winner at the national level in 2020 and represent HACA in the month of June in the NAHRO calendar.

Case Management Referrals = 18

Job Referrals = 82



To: Kurt Wiest, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
Cc: Linda Evans, Phyllis Harrison, Mary Sturges, Vannessa Kamerschen
Date: September 1, 2021

Program Summary	August 2021
Total Clients Under Contract:	199
Graduates:	0
Escrow Disbursed:	\$0
Ports In:	0
Ports Out:	0
Terminations:	0
New Contracts:	0

FSS PROGRAM NEWS:

2021 FSS NOFO

The grant application to fund the FSS Coordinator positions for 2021 was completed and submitted to HUD. The application deadline was August 27, 2021. The HUD office will notify HACA of its funding decision for the program sometime before the end of this year. This funding opportunity provides funding to cover part of the cost of the FSS Coordinator positions. This year's funding opportunity provided HACA with the ability to request an increase in funding. HUD will first fund programs based on last year's award, second priority will go to agencies that wish to increase part-time positions to full-time positions, and any additional funding that may be left over, will be distributed based on additional funding requests received by HUD. Staff provided HUD with our actual cost of salary and benefits for our 4 FSS Positions. Administrative Analyst Oscar Macias took the lead on submitting the application.

It's Your Time to Shine Celebration

The FSS team is finalizing the details of our 12th annual *It's Your Time to Shine* celebration, scheduled for Wednesday, November 10, 2021, at 6:00 p.m. Achievements of FSS families over the last year will be recognized. The event will be held over Zoom—to continue to celebrate our families during the pandemic.

Case Management Referrals = 33, Job Referrals = 64

ATTACHMENT A

Temporary Policy Supplement

EMERGENCY HOUSING VOUCHERS (EHVs)

INTRODUCTION

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARP) (P.L. 117-2). Section 3202 of the ARP appropriated \$5 billion for the creation, administration, and renewal of new incremental emergency housing vouchers (EHVs) and other eligible expenses related to COVID-19.

On May 5, 2021, HUD issued Notice PIH 2021-15, which described HUD's process for allocating approximately 70,000 EHVs to eligible PHAs and set forth the operating requirements for PHAs who administer them. Based on criteria outlined in the notice, HUD notified eligible PHAs of the number of EHVs allocated to their agency, and PHAs were able to accept or decline the invitation to participate in the program.

PHAs may not project-base EHVs; EHVs are exclusively tenant-based assistance.

All applicable nondiscrimination and equal opportunity requirements apply to the EHV program, including requirements that the PHA grant reasonable accommodations to persons with disabilities, effectively communicate with persons with disabilities, and ensure meaningful access for persons with limited English proficiency (LEP).

This chapter describes HUD regulations and PHA policies for administering EHVs. The policies outlined in this chapter are organized into seven sections, as follows:

Part I: Funding

Part II: Partnering Agencies

Part III: Waiting List Management

Part IV: Family Eligibility

Part V: Housing Search and Leasing

Part VI: Use of Funds, Reporting, and Financial Records

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs.

PART I: FUNDING

TPS-I.A. FUNDING OVERVIEW

The American Rescue Plan Act of 2021 (ARP) provides administrative fees and funding for the costs of administering emergency housing vouchers (EHVs) and other eligible expenses defined in Notice PIH 2021-15. These fees may only be used for EHV administration and other eligible expenses and must not be used for or applied to other PHA programs or vouchers. The PHA must maintain separate financial records from its regular HCV funding for all EHV funding.

Housing Assistance Payments (HAP) Funding

ARP funding obligated to the PHA as housing assistance payments (HAP) funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for the eligible uses under the EHV services fee.

The initial funding term will expire December 31, 2022. HUD will provide renewal funding to the PHA for the EHVs on a calendar year (CY) basis commencing with CY 2023. The renewal funding allocation will be based on the PHA's actual EHV HAP costs in leasing, similar to the renewal process for the regular HCV program. EHV renewal funding is not part of the annual HCV renewal funding formula; EHVs are renewed separately from the regular HCV program. All renewal funding for the duration of the EHV program has been appropriated as part of the ARP funding.

Administrative Fee and Funding

The following four types of fees and funding are allocated as part of the EHV program:

- **Preliminary fees** support immediate start-up costs that the PHA will incur in implementing alternative requirements under EHV, such as outreach and coordination with partnering agencies:
 - \$400 per EHV allocated to the PHA, once the consolidated annual contributions contract (CACC) is amended.
 - This fee may be used for any eligible administrative expenses related to EHVs.
 - The fee may also be used to pay for any eligible activities under EHV service fees (TPS-I.B).

- **Placement fees/expedited issuance reporting fees** will support initial lease-up costs and the added cost and effort required to expedite leasing of EHV's:
 - \$100 for each EHV initially leased, if the PHA reports the voucher issuance date in Public Housing Information Center–Next Generation (PIC–NG) system within 14 days of voucher issuance or the date the system becomes available for reporting.
 - Placement fees:
 - o \$500 for each EHV family placed under a HAP contract effective within four months of the effective date of the ACC funding increment; or
 - o \$250 for each EHV family placed under a HAP contract effective after four months but less than six months after the effective date of the ACC funding increment.
 - o HUD will determine placement fees in the event of multiple EHV allocations and funding increment effective dates.
 - Placement/expedited issuance fees only apply to the initial leasing of the voucher; they are not paid for family moves or to turnover vouchers.
- **Ongoing administrative fees**, which are calculated in the same way as the standard HCV program:
 - PHAs are allocated administrative fees using the full column A administrative fee amount for each EHV under contract as of the first day of each month.
 - Ongoing EHV administrative fees may be subject to proration in future years, based on available EHV funding.
- **Services fees**, which are a one-time fee to support PHAs' efforts to implement and operate an effective EHV services program in its jurisdiction (TPS-I.B):
 - The fee is allocated once the PHA's CACC is amended to reflect EHV funding.
 - The amount allocated is \$3,500 for each EHV allocated.

TPS-I.B. SERVICE FEES

Services fee funding must be initially used for defined eligible uses and not for other administrative expenses of operating the EHV program. Service fees fall into four categories:

- Housing search assistance
- Security deposit/utility deposit/rental application/holding fee uses
- Owner-related uses
- Other eligible uses such as moving expenses or tenant-readiness services

The PHA must establish the eligible uses and the parameters and requirements for service fees in the PHA's administrative plan.

HACA Policy

The eligible uses for service fees include:

Security deposit assistance. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. HACA may pay the security deposit assistance directly to the owner or may pay the assistance to the family. If paid to the family, HACA will require documentation that the family paid the security deposit.

Owner recruitment and outreach for EHV's. HACA may use the service fee funding to conduct owner recruitment and outreach specifically for EHV's. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.

Owner incentive and/or retention payments. HACA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family.

Payments will be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). Owner incentive and retentions payments are not housing assistance payments, are not part of the rent to owner, and are not taken into consideration when determining whether the rent for the unit is reasonable.

Any services fee assistance that is returned to the PHA after its initial or subsequent use may only be applied to the eligible services fee uses defined in Notice PIH 2021-15 (or subsequent notice) or other EHV administrative costs. Any amounts not expended for these eligible uses when the PHA's EHV program ends must be remitted to HUD.

PART II: PARTNERING AGENCIES

TPS-II.A. CONTINUUM OF CARE (CoC)

PHAs that accept an allocation of EHV's are required to enter into a Memorandum of Understanding (MOU) with the Continuum of Care (CoC) to establish a partnership for the administration of EHV's.

HACA Policy

HACA has entered into an MOU with the Alameda County Continuum of Care (CoC) and the County of Alameda on behalf of its Alameda County Health Care Services Agency (HCSA). See Exhibit TPS-1 for a copy of the MOU.

TPS-II.B. OTHER PARTNERING ORGANIZATIONS

The PHA may, but is not required to, partner with other organizations trusted by persons experiencing homelessness, such as victim services providers (VSPs) and other community partners. If the PHA chooses to partner with such agencies, the PHA must either enter into an MOU with the partnering agency or the partnering agency may be added to the MOU between the PHA and CoC.

HACA Policy

The CoC will be responsible for administering relationships with other partnering organizations. See Exhibit TPS-1 for a copy of the MOU.

TPS-II.C. REFERRALS

CoC and Partnering Agency Referrals

The primary responsibility of the CoC under the MOU with the PHA is to make direct referrals of qualifying individuals and families to the PHA. The PHA must generally refer a family that is seeking EHV assistance directly from the PHA to the CoC or other referring agency for initial intake, assessment, and possible referral for EHV assistance. Partner CoCs are responsible for determining whether the family qualifies under one of the four eligibility categories for EHV's. The CoC or other direct referral partner must provide supporting documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

HACA Policy

1. The following populations shall be eligible for EHV assistance and will be referred to the Housing Authorities by the HCSA [or other partnering agencies through specific Housing Authority MOUs referred to as “partnering agency”]:

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories, definitions of which are set forth in Exhibit A attached hereto and incorporated herein by this reference:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability.

In Alameda County, the following groups have been prioritized for EHV:

- Homeless (prioritized through coordinated entry, including a 9% set-aside for Transition-aged youth)
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking (prioritized through coordinated entry in collaboration with provider agencies, a 10% set-aside)
- Recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability (targeted to people who were at high risk for COVID-19 complications and exited Project Roomkey with temporary subsidies).

In general, the verification that the individual or family meets one of these eligibility categories is conducted by HCSA Coordinated Entry staff and providers. Coordinated Entry must provide supporting documentation at the time of referral to the Housing Authority of the referring agency’s verification and certification that the family meets one of the eligible categories for EHV assistance. The Housing Authority must retain this documentation as part of the family’s file. Examples of HUD approved certifications that can be used to document the referring agency’s verification are attached hereto as Exhibits B and C respectively and incorporated herein by this reference.

Individuals and families classified as recently homeless must be referred by HCSA Coordinated Entry staff and providers or designee.

2. General Eligibility and Prioritization. Coordinated Entry prioritization and assessment factors are approved by the CoC and posted at <https://everyonehome.org/>.

3. HCSA, as the management entity of the County COC, shall generally submit eligible EHV tenant referrals to one of the four Housing Authorities pursuant to the following procedures: based on where tenants have been housed (if recently housed and homeless), “home city” as reported in the Homeless Management Information System, and where the referred person would like to live in as long as EHV’s are available at that Housing Authority.

The Housing Authorities plan to work with the CoC referral partners to establish a detailed workflow for the referral process and will use these procedures once they have been established. The referral process may differ for each Housing Authority and be based on items such as but not limited to email, data sharing portals or business system transmittals.

Offers of Assistance with CoC Referral

The PHA may make an EHV available without a referral from the CoC or other partnering organization in order to facilitate an emergency transfer under VAWA in accordance with the PHA’s Emergency Transfer Plan (ETP) in Chapter 16.

The PHA must also take direct referrals from outside the CoC if:

- The CoC does not have a sufficient number of eligible families to refer to the PHA; or
- The CoC does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the PHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the PHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

PART III: WAITING LIST MANAGEMENT

TPS-III. A. HCV WAITING LIST

The regulation that requires the PHA to admit applicants as waiting list admissions or special admissions in accordance with admission policies in Chapter 4 does not apply to PHAs operating the EHV program. Direct referrals are not added to the PHA's HCV waiting list.

The PHA must inform families on the HCV waiting list of the availability of EHV by, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2021-15.

HACA Policy

HACA will mail a notice about the EHV program to families with a homeless preference on HACA's HCV waiting list and post information on their website. The notice will:

Describe the eligible populations to which EHV are limited

Clearly state that the availability of these EHV is managed through a direct referral process

Advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for EHV assistance

HACA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities in accordance with Chapter 2. HACA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP) in accordance with Chapter 2.

TPS-III.B. EHV WAITING LIST

The HCV regulations requiring the PHA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the EHV program. Instead, when the number of applicants referred by the CoC or partnering agency exceeds the EHV available, the PHA must maintain a separate waiting list for EHV referrals, both at initial leasing and for any turnover vouchers that may be issued prior to September 30, 2023.

Further, the EHV waiting list is not subject to PHA policies in Chapter 4 regarding opening and closing the HCV waiting list. The PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the EHV waiting list.

TPS-III.C. PREFERENCES**HCV Waiting List Preferences**

If local preferences are established by the PHA for HCV, they do not apply to EHV. However, if the PHA has a homeless preference or a VAWA preference for the HCV waiting list, the PHA must adopt additional policies related to EHV in accordance with Notice PIH 2021-15.

HACA Policy

HACA has a homeless preference for the HCV waiting list as outlined in Section 4-III.C. Local Preferences.

HACA will refer any applicant on the waiting list that indicates they qualify for the homeless preference to the CoC. The CoC will determine whether the family is eligible for an EHV (based on the qualifying definition for EHV assistance for homelessness or another eligible category as applicable). The CoC will also determine if the family is eligible for other homeless assistance.

EHV Waiting List Preferences

With the exception of a residency preference, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHV. The PHA may, however, choose to not establish any local preferences for the EHV waiting list.

HACA Policy

No local preferences have been established for the EHV waiting list.

PART IV: FAMILY ELIGIBILITY

TPS-IV.A. OVERVIEW

The CoC or referring agency determines whether the individual or family meets any one of the four eligibility criteria described in Notice PIH 2021-15 and then refers the family to the PHA. The PHA determines that the family meets other eligibility criteria for the HCV program, as modified for the EHV program and outlined below.

TPS-IV.B. REFERRING AGENCY DETERMINATION OF ELIGIBILITY

In order to be eligible for an EHV, an individual or family must meet one of four eligibility criteria:

- Homeless as defined in 24 CFR 578.3;
- At risk of homelessness as defined in 24 CFR 578.3;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking (as defined in Notice PIH 2021-15), or human trafficking (as defined in the 22 U.S.C. Section 7102); or
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability as determined by the CoC or its designee in accordance with the definition in Notice PIH 2021-15.

As applicable, the CoC or referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance. The PHA must retain this documentation as part of the family's file.

TPS-IV.C. PHA SCREENING

Overview

HUD waived 24 CFR 982.552 and 982.553 in part for the EHV applicants and established alternative requirement for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an EHV. Instead, the EHV alternative requirement listed in this section will apply to all EHV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2021-15 and in this chapter, however, apply only when screening the individual or family for eligibility for an EHV. When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 3 in doing so.

Mandatory Denials

Under alternative requirements for the EHV program, mandatory denials for EHV applicants include:

- 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited EHV grounds for denial of admission first.

HACA Policy

While HACA will deny admission to the program if any adult member (or head of household or spouse, regardless of age) fails to sign and submit consent forms, HACA will first notify the family of the limited EHV grounds for denial of admission as part of the notice of denial that will be mailed to the family.

Permissive Denial

Notice PIH 2021-15 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to EHV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for EHV families.

If the PHA intends to establish permissive prohibition policies for EHV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration.

HACA Policy

HACA will apply permissive prohibition to the screening of EHV applicants. Determinations using permissive prohibitions will be made based on an individualized assessment of relevant mitigating information in accordance with policies in Section 3-III.E.

HACA will establish the following permissive prohibitions:

If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

HACA will also deny assistance to household members already receiving assistance from another program in accordance with Section 9.h. of Notice PIH 2021-15.

Prohibitions based on criminal activity for the eligible EHV populations regarding drug possession will be considered apart from criminal activity against persons (i.e., violent criminal activity).

In compliance with PIH 2021-15, HACA **will not** deny an EHV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing in the last five years;

A PHA has ever terminated assistance under the program for any member of the family;

The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA;

The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR 982.553(a)(3);

The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

TPS-IV.D. INCOME VERIFICATION AT ADMISSION

Self-Certification at Admission

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the EHV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, PHA policies related to the verification of income in Section 7-I.B. do not apply to EHV families at admission. Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

HACA Policy

HACA will request written third-party verifications from the family. If third-party verification is not readily available, HACA will accept self-certifications.

Any documents used for verification must be dated within the 60-day period prior to admission. The documents must not be damaged, altered, or in any way illegible.

Any family self-certifications must be made in a format acceptable to the HACA and must be signed by the family member whose information or status is being verified.

HACA will address any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later. HACA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, HACA will terminate the family's assistance in accordance with the policies in Chapter 12.

Recently Conducted Income Determinations

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

HACA Policy

HACA will not accept income calculations and verifications from third-party providers.

At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and PHA policies in Chapter 11.

EIV Income Validation

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:

- Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income within 90 days of the PIC submission date;
- Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
- Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search in accordance with PHA policies in Chapter 3.

If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program in accordance with Chapter 12.

TPS-IV.E. SOCIAL SECURITY NUMBER AND CITIZENSHIP STATUS VERIFICATION

For the EHV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, PHAs may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

HACA Policy

HACA will admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. These individuals must provide the required documentation in accordance with policies in Chapter 7 within 180 days of admission. HACA may provide an additional 60-day extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If HACA determines that an ineligible family received assistance, HACA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

TPS-IV.F. AGE AND DISABILITY VERIFICATION

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

HACA Policy

HACA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to HACA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, HACA will verify the information in EIV or through other third-party verification if the information is not available in EIV. HACA will note the family's file that self-certification was used as initial verification and include an EIV printout or other third-party verification confirming the applicant's date of birth and/or disability status.

If HACA determines that an ineligible family received assistance, HACA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

TPS-IV.G. INCOME TARGETING

The PHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and PHA policy in Chapter 3; however, income targeting requirements do not apply for EHV families. The PHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

HACA Policy

HACA will not include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

PART V: HOUSING SEARCH AND LEASING

TPS-V.A. INITIAL VOUCHER TERM

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

HACA Policy

All EHV's will have an initial term of 180 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 180-day period unless HACA grants an extension.

TPS-V.B. HOUSING SEARCH ASSISTANCE

The PHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the PHA or through the CoC or another partnering agency or entity.

At a minimum, housing search assistance must:

- Help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods;
- Provide transportation assistance and directions to potential units;
- Conduct owner outreach;
- Assist with the completion of rental applications and PHA forms; and
- Help expedite the EHV leasing process for the family

HACA Policy

As identified in the MOU between HACA and the CoC, the following housing search assistance will be provided to each EHV family:

HACA will:

1. Coordinate and consult with the HCSA and CoC in developing the services and assistance to be offered to the EHV referrals;
2. The Housing Authority will establish windows of time for EHV applicants to complete intake interviews or review the intake packets for completeness and work directly with assigned staff to resolve missing or incomplete items and notify the applicant and any designated assistance staff such as Housing Navigators of appointment information as specified in process workflows;
3. Accept direct referrals for eligible individuals and families from HCSA through the Coordinated Entry System, and where applicable other referring agencies if the PHA has a separate MOU with those agencies;
4. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner;
5. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner;
6. Designate a staff to serve as the lead EHV liaison;
7. Offer landlord and resident incentives consisting of the following as specified by each Housing Authority:
 - As to the Housing Authority of the County of Alameda only:
 - a lease-up incentive payment for executing a new lease
8. Inform HCSA once a month about the status of each referral including: denials, issue and expiration date of each voucher issued, and move-in date;
9. Start lease dates the first day of the month after inspection for clients who are transitioning from another rental assistance program;
10. Comply with the provisions of this MOU;
11. Provide one-time security deposits assistance for referrals if not provided by CoC services.

The CoC will:

1. HCSA Coordinated Entry staff and providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers;
2. HCSA Coordinated Entry staff and providers will support the Housing Authority in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the Housing Authority;
3. HCSA Coordinated Entry staff and providers will provide housing search assistance called Housing Navigation for eligible individuals and families. This assistance may consist of identifying and visiting possible units, transportation and direction assistance, documentation preparation, counseling on lease requirements, housing application assistance, advocacy for benefits and move-in assistance;
4. HCSA Coordinated Entry staff and providers will provide Housing Deposit assistance, which includes as deemed necessary security deposits, utility establishment fees which may include paying for any arrears, flexible funding for unit holds or incentives, utility deposits and optional essential household items and renters insurance as deemed necessary, to the extent that such funding is available and allocated in ESG-CV;
5. HCSA Coordinated Entry staff and HCSA-contracted providers will assess and refer individuals and families to additional benefits and supportive services including post move-in services, where applicable;
6. Coordinated Entry staff and HCSA-contracted providers will provide to voucher participants Tenancy Support services, which consist of support services throughout the duration of the tenancy such as education and training, linkage to community resources, and assistance with regularly scheduled housing re-certifications;
7. HCSA Coordinated Entry staff and HCSA-contracted providers will provide Landlord Liaison assistance, by working with property owners to secure units and 24 hotline assistance per funding availability;
8. Coordinated Entry staff and HCSA-contracted providers will be responsible for all entry in HMIS.

TPS-V.C. HQS PRE-INSPECTIONS

To expedite the leasing process, PHAs may pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units.

HACA Policy

HACA will not pre-inspect available units that EHV families may be interested in leasing.

TPS-V.D. INITIAL LEASE TERM

Unlike in the standard the HCV program, EHV voucher holders may enter into an initial lease that is for less than 12 months, regardless of the PHA policy in Section 9-I.E., Term of Assisted Tenancy.

TPS-V.E. PORTABILITY

The normal HCV portability procedures and requirements outlined in Chapter 10 generally apply to EHV. Exceptions are addressed below.

Nonresident Applicants

Under EHV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied, regardless of PHA policy in Section 10-II.B.

Billing and Absorption

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA administers EHV under its own ACC.

- If the EHV family moves under portability to another PHA that administers EHV under its own ACC:
 - The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do so).
 - If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
 - Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies.
- If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

Family Briefing

In addition to the applicable family briefing requirements at 24 CFR 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

HACA Policy

In addition to following HACA policy on briefings in Chapter 5, as part of the briefing packet for EHV families, HACA will include a written notice that HACA will assist the family with moves under portability.

For limited English proficient (LEP) applicants, HACA will provide interpretation services in accordance with HACA's LEP plan (See Chapter 2).

Coordination of Services

If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family.

HACA Policy

For EHV families who are exercising portability, when HACA contacts the receiving PHA in accordance with Section 10-II.B. Preapproval Contact with Receiving PHA, HACA will consult and coordinate with the receiving PHA to ensure there is no duplication of EHV services and assistance, and ensure the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.

Services Fee

Standard portability billing arrangements apply for HAP and ongoing administrative fees for EHV families.

For service fees funding, the amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1,750, unless the initial PHA and receiving PHA mutually agree to change the \$1,750 cap. Service fees are paid as follows:

- If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA, regardless of whether the receiving PHA bills or absorbs.
- If the receiving PHA administers EHV, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance.
- If the receiving PHA does not administer EHV, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

Placement Fee/Issuance Reporting Fee

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement fee/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee/issuance reporting fee, as applicable.

TPS-V.F. PAYMENT STANDARDS

Payment Standard Schedule

For the EHV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for EHV. Lower EHV payment standards are not permitted. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the EHV payment standard if it would be otherwise lower than the new regular HCV payment standard. The separate EHV payment standard must comply with all other HCV requirements with the exception of the alternative requirements discussed below.

Further, if the PHA chooses to establish higher payments standards for EHV, HUD has provided other regulatory waivers:

- Defining the “basic range” for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).
- Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published SAFMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area.
 - The PHA must notify HUD if it establishes an EHV exception payment standard based on the SAFMR.

HACA Policy

HACA will establish an exception payment standard up to 120 percent.

Rent Reasonableness

All rent reasonableness requirements apply to EHV units, regardless of whether the PHA has established an alternative or exception EHV payment standard.

Increases in Payment Standards

The requirement that the PHA apply increased payment standards at the family’s first regular recertification on or after the effective date of the increase does not apply to EHV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family’s first regular reexamination following the change.

HACA Policy

HACA will not establish an alternative policy for increases in the payment standard.

HACA policy in Section 11-III.B. governing increases in payment standards will apply to EHV.

TPS-V.G. TERMINATION OF VOUCHERS

After September 30, 2023, a PHA may not reissue EHV when assistance for an EHV-assisted family ends. This means that when an EHV participant (a family that is receiving rental assistance under a HAP contract) leaves the program for any reason, the PHA may not reissue that EHV to another family unless it does so no later than September 30, 2023.

If an applicant family that was issued the EHV is unsuccessful in finding a unit and the EHV expires after September 30, 2023, the EHV may not be reissued to another family.

All EHV under lease on or after October 1, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

An EHV that has never been issued to a family may be initially issued and leased after September 30, 2023, since this prohibition only applies to EHV that are being reissued upon turnover after assistance to a family has ended. However, HUD may direct PHAs administering EHV to cease leasing any unleased EHV if such action is determined necessary by HUD to ensure there will be sufficient funding available to continue to cover the HAP needs of currently assisted EHV families.

HACA Policy

The program has been allocated its full funding through the ARP. When the remaining EHV HAP renewal funding is no longer sufficient to fully fund all PHAs' EHV renewal funding eligibility, HUD will prorate EHV renewal funding allocations. If EHV funding received from HUD is not sufficient to cover the HAP of the remaining families, HACA will follow all procedures to secure more EHV funding. If after all procedures are followed to obtain more funding, the funding is still insufficient to cover EHV HAP expenses, HACA will terminate assistance in the following order:

- In consultation with any agencies providing supportive services, those families deemed the most self-sufficient with the resources to maintain housing.
- Families with the smallest EHV HAP payment.
- Families with the longest tenure in the program.

EHV families are not eligible for conversion to a Housing Choice Voucher while residing in HACA's jurisdiction. EHV families are eligible to apply to any open wait lists HACA administers, but the EHV does not guarantee the family a place on the wait list. The EHV family must apply and be processed in the same manner as all other applicants.

PART VI: USE OF FUNDS, REPORTING, AND FINANCIAL RECORDS

EHV funds allocated to the PHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the PHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the PHA are to be used for those purposes and must not be used for HAP.

The appropriated funds for EHV are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by Notice PIH 2021-15 may only be used in support of the EHV and cannot be used for regular HCVs. EHV funding may not be used for the repayment of debts or any amounts owed to HUD by HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD), or other monitoring review findings.

The PHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.

The PHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent the administration of the EHV in accordance with the HCV program requirements at 24 CFR 982.158.

Exhibit TPS-1: MEMORANDUM OF UNDERSTANDING (MOU)

**MEMORANDUM OF UNDERSTANDING
U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
EMERGENCY HOUSING VOUCHERS**

This MEMORANDUM OF UNDERSTANDING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY HOUSING VOUCHERS (“MOU”) is entered into this 20th day of July, 2021 ("Effective Date") by and between the HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA, a public body corporate and politic ("Oakland Housing Authority"), the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic ("Alameda City Housing Authority"), the HOUSING AUTHORITY OF THE CITY OF BERKELEY ("Berkeley Housing Authority"), and the HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA, a public body corporate and politic ("Housing Authority of the County of Alameda"), collectively referred to herein as "Housing Authority", the Oakland, Berkeley, Alameda County Continuum of Care (CA-502) (defined below) ("County CoC"), and the County of Alameda (“COUNTY”) on behalf of its Alameda County Health Care Services Agency (“HCSA”) for the purpose of establishing a partnership to administer the Emergency Housing Vouchers ("EHV") pursuant to U.S. Department of Housing and Urban Development Notice PIH 2021-15 (HA), issued May 5, 2021. Each Housing Authority and the County CoC, and COUNTY will be referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, each Housing Authority is a public housing agency (PHA) pursuant to 42 USCS 1437a (b)(6)(A);

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as the “ARP”) into law. Section 3202 of the ARP appropriates \$5 billion for new incremental Emergency Housing Vouchers (EHVs), the renewal of those EHVs, and fees for the cost of administering the EHVs and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners;

WHEREAS, eligibility for these EHVs is limited to individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability. PHAs have the right to create additional agreements for referrals of applicants meeting these criteria;

WHEREAS, EHVs are tenant-based rental assistance under section 8(o) of the United States Housing Act of 1937 (42 U.S.C. 1437f (o));

WHEREAS, each Housing Authority currently administers an HCV program in one of the

following localities, the City of Oakland, the City of Alameda, the City of Berkeley, and the County of Alameda, through their respective existing Consolidated Annual Contributions Contracts (CACC) with the U.S. Department of Housing and Urban Development (HUD) and are each eligible to receive an EHV funding allocation pursuant to Notice PIH 2021-15;

WHEREAS, HUD has established an alternative requirement under which, if the PHA agrees to accept an allocation of EHV's, the PHA must enter into a Memorandum of Understanding with the CoC to establish partnership for the administration of the EHV's;

WHEREAS, each Housing Authority desires to implement and administer the EHV program by working with community partners to determine the best uses and targeting for EHV's along with other resources available in the community, including services to EHV families such as housing search assistance during their initial housing search, assisting families with security deposit, utility deposit, rental application and holding fees, and owner recruitment and outreach, among other assistance;

WHEREAS, Continuum of Care (CoC) means the group organized to carry out the responsibilities required under the Continuum of Care Program Rule 24 CFR 578, published July 31, 2012, which details the requirements for establishing and operating a Continuum of Care ("Interim Rule"). In Alameda County the CoC is part of a collective impact effort to end homelessness. It is composed of representatives of organizations including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate;

WHEREAS, the CoC can delegate its responsibilities to a board/council, and organizations including the CoC Lead, to act on its behalf in fulfilling these responsibilities. The Continuum of Care Lead ("CoC Lead") is the entity designated by the CoC to coordinate its operations and planning functions, including the submission of the CoC funding application. EveryOne Home, the County CoC here under, is the CoC Lead and has been delegated the responsibility to act on the CoC's behalf in fulfilling its responsibilities under this MOU;

WHEREAS, the County CoC is organized to carry out the responsibilities required under the EHV program. Provisions in the CoC Program Interim Rule at 24 CFR § 578.7(a)(8) require that CoCs establish a Coordinated Entry (CE) System. The CE System is a centralized or coordinated process designed to coordinate program participant intake, assessment and provision of referrals;

WHEREAS, the Coordinated Entry (CE) System is managed by a Management Entity. The Management Entity manages and operates the coordinated entry system pursuant to CoC Program Interim Rule at 24 CFR § 578.7(a)(8). The CoC Board provides strategic direction and provides oversight of the Management Entity to ensure the County CoC complies with HUD obligations;

WHEREAS, HCSA has been designated by the County CoC as the Coordinated Entry Management Entity; the primary responsibility of HCSA under this MOU is to make direct referrals of qualifying individuals and families to the Housing Authority and to provide services that are

normally provided to homeless persons for free, for the total number of EHV voucher holders. HCSA Coordinated Entry staff will be responsible for determining whether the family qualifies under one of the four eligibility categories for EHV's. Pursuant to Notice PIH 2021-15, the Coordinated Entry Management Entity of the County CoC must always retain the direct referral responsibility except in situations as specified in the Notice such as: 1) facilitation of an emergency transfer in accordance with the Violence Against Women Act (VAWA) per the PHA's Emergency Transfer Plan or 2) the CoC coordinated entry system does not refer a sufficient number of eligible families in a timely manner which is defined as 75% of the voucher allocation by September 1, 2021 and 100% by October 30, 2021 or demonstrate to the Housing Authority that sufficient referrals have been provided with the application packet by October 31, 2021 to meet the voucher allocation;

WHEREAS, the Housing Authority and County CoC desire to partner to administer the EHV program pursuant to Notice PIH 2021-15. This MOU is intended to memorialize certain rights and obligations of the Parties related to the EHV program partnership and is a complete statement of the responsibilities of the Parties and evidence of a commitment of resources to the EHV program.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

I. Incorporation of Recitals The Recitals set forth above are true and correct and incorporated herein by this reference. All capitalized terms not defined herein shall have the meaning ascribed to such terms in Notice PIH 2021-15.

II. Introduction and Goals This MOU adopts the following goals and standards of success in administering the EHV program:

1. The Housing Authority and County CoC through HCSA are committed to administering the EHV program by:
 - a. Administering the EHV's in accordance with all program requirements, including, but not limited to the program requirements set forth in Notice PIH 2021-15 (HA) incorporated herein by this reference; and
 - b. Assisting the total number of EHV households throughout the County of Alameda to secure and sustain affordable housing.

2. Administration/MOU Liaison

- a. The Senior Policy Analyst of the Oakland Housing Authority identified below shall serve as the lead EHV liaison on behalf of the Oakland Housing Authority:

Julie Christiansen (or designated replacement)
 1619 Harrison Street
 Oakland, CA 94612
 Jchristiansen@oakha.org
 510-390-7335 cell - preferred

510-874-1511

- b. The Management Analyst of the Alameda City Housing Authority identified below shall serve as the lead EHV liaison on behalf of the Alameda City Housing Authority:
 Shekhar Dubbani
 701 Atlantic Avenue
 Alameda, CA 94501
 sdubbani@alamedahsg.org
 510-747-4344
- c. The Acting Executive Director of the Berkeley Housing Authority identified below shall serve as the lead EHV liaison on behalf of the Berkeley Housing Authority:
 Rachel Gonzales-Levine
 1947 Center St. 5th Floor
 Berkeley, CA 94704
 Rgonzales-levine@cityofberkeley.info
 510-981-5485
- d. The Administrative Analyst II of the Housing Authority of the County of Alameda identified below shall serve as the lead EHV liaison on behalf of the Housing Authority of the County of Alameda:
 Oscar Macias
 22941 Atherton Street
 Hayward, CA 94541
 oscarm@haca.net
 510-727-8541
- e. The Executive Director of EveryOne Home, a project of the Tides Center identified below shall serve as the lead EHV liaison on behalf of the County CoC:
 Chelsea Andrews
 12871 Washington Avenue, #619
 San Leandro, CA 94577
 candrews@everyonehome.org
 510-473-8643
- f. The Director of Home Stretch in the Office of Homeless Care and Coordination identified below shall serve as the lead EHV liaison on behalf of the Alameda County Health Care Services Agency:
 Anna Fellers
 1900 Embarcadero, Suite 206
 Oakland, CA 94606
 Anna.fellers@acgov.org
 (510) 407-1426 (cell)

III. Populations eligible for EHV assistance to be referred by County CoC.

1. The following populations shall be eligible for EHV assistance and will be referred to the Housing Authorities by the HCSA [or other partnering agencies through specific Housing Authority MOUs referred to as “partnering agency”]:

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories, definitions of which are set forth in Exhibit A attached hereto and incorporated herein by this reference:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability.

In Alameda County, the following groups have been prioritized for EHV:

- Homeless (prioritized through coordinated entry, including a 9% set-aside for Transition-aged youth)
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking (prioritized through coordinated entry in collaboration with provider agencies, a 10% set-aside)
- Recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability (targeted to people who were at high risk for COVID-19 complications and exited Project Roomkey with temporary subsidies).

In general, the verification that the individual or family meets one of these eligibility categories is conducted by HCSA Coordinated Entry staff and providers. Coordinated Entry must provide supporting documentation at the time of referral to the Housing Authority of the referring agency’s verification and certification that the family meets one of the eligible categories for EHV assistance. The Housing Authority must retain this documentation as part of the family’s file. Examples of HUD approved certifications that can be used to document the referring agency’s verification are attached hereto as Exhibits B and C respectively and incorporated herein by this reference.

Individuals and families classified as recently homeless must be referred by HCSA Coordinated Entry staff and providers or designee.

2. General Eligibility and Prioritization. Coordinated Entry prioritization and assessment factors are approved by the CoC and posted at <https://everyonehome.org/>.

3. HCSA, as the management entity of the County COC, shall generally submit eligible EHV tenant referrals to one of the four Housing Authorities pursuant to the following procedures: based on where tenants have been housed (if recently housed and homeless), “home city” as reported in the Homeless Management Information System, and where the referred person would like to live in as long as EHV are available at that Housing Authority.

The Housing Authorities plan to work with the CoC referral partners to establish a detailed workflow for the referral process and will use these procedures once they have been established. The referral process may differ for each Housing Authority and be based on items such as but not limited to email, data sharing portals or business system transmittals.

IV. Services to be provided to eligible EHV families

The following services shall be provided to assist individuals and families to have success in the EHV program and will be provided by the designated entity or its approved partner in accordance with Notice PIH 2021-15 (HA). Costs for these services will be assumed by the designated entity. Services customarily covered by the CoC are prohibited from being covered by EHV services funds allocated to the Housing Authorities through the award of EHV vouchers:

1. HCSA Coordinated Entry staff and providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers;
2. HCSA Coordinated Entry staff and providers will support the Housing Authority in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the Housing Authority;
3. HCSA Coordinated Entry staff and providers will provide housing search assistance called Housing Navigation for eligible individuals and families. This assistance may consist of identifying and visiting possible units, transportation and direction assistance, documentation preparation, counseling on lease requirements, housing application assistance, advocacy for benefits and move-in assistance;
4. HCSA Coordinated Entry staff and providers will provide Housing Deposit assistance, which includes as deemed necessary security deposits, utility establishment fees which may include paying for any arrears, flexible funding for unit holds or incentives, utility deposits and optional essential household items and renters insurance as deemed necessary, to the extent that such funding is available and allocated in ESG-CV;
5. HCSA Coordinated Entry staff and HCSA-contracted providers will assess and refer individuals and families to additional benefits and supportive services including post move-in services, where applicable;
6. Coordinated Entry staff and HCSA-contracted providers will provide to voucher participants Tenancy Support services, which consist of support services throughout the duration of the tenancy such as education and training, linkage to community resources,

- and assistance with regularly scheduled housing re-certifications;
7. HCSA Coordinated Entry staff and HCSA-contracted providers will provide Landlord Liaison assistance, by working with property owners to secure units and 24 hotline assistance per funding availability;
 8. Coordinated Entry staff and HCSA-contracted providers will be responsible for all entry in to HMIS

V. Housing Authority Roles and Responsibilities

During the term of this MOU, the Housing Authority will fulfill each of the following responsibilities for the EHV program, at the sole cost of the Housing Authority, and in accordance with Notice PIH 2021-15 (HA):

1. Coordinate and consult with the HCSA and CoC in developing the services and assistance to be offered to the EHV referrals;
2. The Housing Authority will establish windows of time for EHV applicants to complete intake interviews or review the intake packets for completeness and work directly with assigned staff to resolve missing or incomplete items and notify the applicant and any designated assistance staff such as Housing Navigators of appointment information as specified in process workflows;
3. Accept direct referrals for eligible individuals and families from HCSA through the Coordinated Entry System, and where applicable other referring agencies if the PHA has a separate MOU with those agencies;
4. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner;
5. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner;
6. Designate a staff to serve as the lead EHV liaison;
7. Offer landlord and resident incentives consisting of the following as specified by each Housing Authority:
 - As to the Oakland Housing Authority only:
 - a new unit incentive payment for owners;
 - a renewal incentive for families that successfully complete the first lease term;
 - a leasing incentive to lease by designated dates to an owner and to an

- applicant;
 - an incentive to residents for on time rental payments;
- As to the Alameda City Housing Authority only:
 - a new landlord incentive payment; and
 - a lease-up payment for executing a new lease;
- As to the Berkeley Housing Authority only:
 - a new landlord incentive payment;
 - a lease up incentive payment for existing landlords when entering into a lease with a household utilizing an EHV;
- As to the Housing Authority of the County of Alameda only:
 - a lease-up incentive payment for executing a new lease
- 8. Inform HCSA once a month about the status of each referral including: denials, issue and expiration date of each voucher issued, and move-in date;
- 9. Start lease dates the first day of the month after inspection for clients who are transitioning from another rental assistance program;
- 10. Comply with the provisions of this MOU;
- 11. Provide one-time security deposits assistance for referrals if not provided by CoC services.

VI. HCSA and CoC Roles and Responsibilities

During the Term of this MOU, the HCSA and CoC will fulfill each of the following responsibilities for the EHV program, at the sole cost of the County CoC, and in accordance with Notice PIH 2021-15 (HA):

1. Designate and maintain a lead EHV liaison for each agency to communicate with the Housing Authority;
2. Refer approximately 20% of each voucher award of eligible individuals and families in a timely manner to the Housing Authority beginning 15 days after the execution of this MOU using the community's coordinated entry system and 75% of the voucher allocation by September 1, 2021 and 100% by October 15, 2021 or demonstrate to the Housing Authority that sufficient referrals have been provided with the application packet by October 31, 2021 to meet the voucher allocation;
3. Refer at least (1) family for every EHV opening within 5 days of the referral request by the respective Housing Authority;
4. Support eligible individuals and households in completing and applying for supportive

documentation to accompany admissions application to the Housing Authority (i.e., self-certifications, birth certificate, social security card, etc.);

5. Attend EHV participant briefings when needed;
6. Identify and provide supportive services to EHV families. (While EHV participants are not required to participate in services, HCSA and CoC will assure that services are available and accessible during move-in based on funding availability);
7. Keep accurate records of the referrals made and make them available as necessary to the PHA, auditors etc. Make staff available to respond to questions from auditors, HUD etc. necessary to ensure the PHAs compliance with the EHV regulations;
8. HCSA Coordinated Entry staff and providers will work to ensure equitable distribution of referrals in terms of homelessness, Black, Indigenous and People of Color, communities, stakeholders, providers and decision makers and participate in any reviews or evaluations after implementation of strategies and utilization data with Housing Authorities or HUD;
9. HCSA, CoC and sub-vendors and providers shall adhere to federal, state and local fair housing and Violence Against Women Reauthorization Act of 2013 (VAWA) requirements at all times and maintain records to demonstrate compliance and equal access be provided upon request;
10. Participate in regularly scheduled meetings with Housing Authorities to review progress of referrals and assist with barriers causing delays such as documentation requests and briefing attendance;
11. Provide Housing Authorities with data to meet HUD-mandated reporting requirements such as but not limited to required Housing Navigation Assistance on a monthly basis;
12. Comply with the provisions of this MOU.

VII. Portability of EHV's

The normal HCV portability procedures and requirements generally apply to EHV's with the following exceptions:

1. No prohibition on portability for non-resident applicants

Under the HCV program, if neither the household head nor spouse of an assisted family already had a "domicile" (legal residence) in the jurisdiction of the Housing Authority at the time the family first submitted an application for participation in the program, the family does not have any right to portability during the 12-month period from when the family is admitted to the program. Such a family is a "non-resident applicant."

In order to provide maximum housing choice for the targeted populations and in accordance with Notice PIH 2021-15, section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and 24 CFR § 982.353(c) are waived and the Housing Authority may not restrict an EHV family from exercising portability because they are a non-resident applicant.

2. *Portability billing and absorption*

A receiving Housing Authority cannot refuse to assist an incoming EHV family, regardless of whether the Housing Authority does or does not currently administer EHV's under its own ACC.

If the EHV family moves under portability to another Housing Authority that administers EHV's under its own ACC:

- The receiving Housing Authority may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do). If the Housing Authority does not have an EHV available to absorb the family, it must bill the initial Housing Authority. The receiving Housing Authority must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving Housing Authority absorbs or bills the initial Housing Authority for the family's EHV assistance, the EHV administration of the voucher shall be in accordance with the EHV policies and procedures and EHV portability provisions set forth in this MOU.

If the EHV family moves under portability to another PHA that is not a party to this MOU and does not administer EHV's under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial Housing Authority.

Each Housing Authority shall agree to not absorb for the first 3 months of the MOU and agree to meet quarterly to regularly review and agree on absorption policies for EHV families (to the MOU liaison identified in Section II. above) before absorbing any ported vouchers that are from another jurisdiction/county.

3. *Family briefing/initial Housing Authority and receiving Housing Authority coordination on services*

In addition to the applicable family briefing requirements at 24 CFR § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial Housing Authority must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial Housing Authority is required to help facilitate the family's portability move to the receiving Housing Authority and inform the family of this requirement in writing

taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). If the portability move is in connection with the EHV family's initial lease-up, the receiving Housing Authority and the initial Housing Authority must consult and coordinate on the EHV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of EHV services and assistance provided to the family and that the receiving Housing Authority is aware of the maximum amount of services fee funding that the initial Housing Authority may provide to the receiving Housing Authority on behalf of the family.

4. *EHV portability – HAP and EHV administrative fees*

A. HAP and ongoing fees

The requirements at 24 CFR 982.355(e) apply to portability billing arrangements on behalf of an EHV family:

- The initial Housing Authority must promptly reimburse the receiving Housing Authority for the full amount of the housing assistance payments made by the receiving Housing Authority for the family.
- The initial Housing Authority must promptly reimburse the receiving Housing Authority for the lesser of 80 percent of the initial Housing Authority's EHV ongoing administrative fee or 100 percent of the receiving Housing Authority's ongoing administrative fee (or the receiving Housing Authority's EHV ongoing administrative fee if the receiving Housing Authority administers the EHV program).

B. Services Fee Funding:

If the receiving Housing Authority, in consultation and coordination with the initial Housing Authority, will provide eligible services or assistance to the incoming EHV family, the receiving Housing Authority may be compensated for those costs by the initial Housing Authority. This is the case regardless of whether the receiving Housing Authority bills the initial Housing Authority or absorbs the family into its own program at initial lease-up.

If the receiving Housing Authority administers EHV's under its CACC, the initial Housing Authority will provide the services funding up front to the receiving Housing Authority for those fees and assistance. Any amounts provided to the receiving Housing Authority that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving Housing Authority to the initial Housing Authority.

The amount of the service fee provided by the initial Housing Authority will be \$1750, unless otherwise mutually agreed upon between the two Housing

Authorities on a case by case basis.

C. Placement fee/issuance reporting fee:

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving Housing Authority receives the full amount of the placement component of the placement/issuance reporting fee. The receiving Housing Authority is eligible for the placement fee regardless of whether the receiving Housing Authority bills the initial Housing Authority or absorbs the family into its own program at initial lease-up. The initial Housing Authority qualifies for the issuance reporting component of the placement fee, as applicable.

Note that the entire preliminary fee is always paid to and retained by the initial Housing Authority and is not impacted by an EHV portability move.

VIII. Housing Authority Special Provisions

In addition to the Housing Authority roles and responsibilities discussed in Section V. above, the following special provisions shall apply:

1. Oakland Housing Authority.

- a. **Services and Incentives Fees.** To the extent of available funds, and subject to the approval of the Board of Commissioners of the Housing Authority of the City of Oakland, the Oakland Housing Authority may opt to use Moving To Work (MTW) funds to pay for additional services, in the event the services fees allocated under the EHV program are depleted which may include landlord incentives, resident supportive services, incentives to lease by specific dates, and housing navigation assistance.
- b. **EHV Liaison.** In addition to the Oakland Housing Authority set forth in section II.2. above, the Oakland Housing Authority shall assign Oakland Housing Authority staff to launch the EHV and manage the leasing for a period of at least one (1) year after the effective date of this MOU.
- c. **MTW Waivers.** The Oakland Housing Authority may elect to use MTW waivers, as authorized in the applicable MTW Annual Plan, where not prohibited, to assist EHV families that lease within the jurisdiction of the City of Oakland.

2. Alameda City Housing Authority.

3. Berkeley Housing Authority.

4. Housing Authority of the County of Alameda.

IX. Program Evaluation

The Housing Authority, and County CoC or designated CoC recipient agree to cooperate with HUD, to provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible

random assignment procedures.

X. Financial Obligations

It is the intent and understanding of the Parties to this MOU that each Party shall bear its own costs and expenses associated with administering and implementing all services and other obligations arising out of and related to this MOU, unless otherwise specifically provided in this MOU.

XI. General Terms

It is further mutually agreed by the Parties as follows:

1. Term of MOU; Effective Date; Termination.

- a. The term of this MOU shall commence upon the Effective Date and remain in effect until the referral period ends on September 30, 2023 ("Term"). Services as specified in the MOU provided by either the County CoC or Housing Authorities to EHV families shall continue as long as the family is housed with an EHV.
- b. Any Party may terminate their participation in this MOU for any reason by giving written notice to the designated representative of the other Parties fifteen business (15) days prior to the termination or expiration of this MOU at the address listed in Section 4 below. If a Party terminates their participation in the MOU, the MOU shall remain in effect for the remaining Parties until the expiration of the term (or with respect to a remaining Party, such a remaining Party terminates its participation in the MOU).

2. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this MOU, a Party shall notify the other Parties in writing. Within fifteen business (15) days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will agree to meet and confer at least one (1) additional meeting prior to taking any additional action against _____ any _____ Party.

3. Amendments. In the event of any Party to the MOU desiring to amend the terms, a Party shall notify the other Parties in writing. Within fifteen business (15) days of such notice, the Parties shall meet and confer in good faith to discuss the desired amendment. If there is agreement, the Parties will draft an Amendment in writing to be signed by authorized representatives from all Parties and the Amendment will be attached to the original MOU.

4. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid:

If to COUNTY:

Health Care Services Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Agency Director

If to CoC:

EveryOne Home, a Project of the Tides Center
12871 Washington Avenue, #619
San Leandro, CA 94577
candrews@everyonehome.org
510-473-8643
Attn: Executive Director

If to the Oakland Housing Authority:

Housing Authority of the City of Oakland
1619 Harrison Street
Oakland, CA 94612
Attn: Executive Director

If to the Alameda City Housing Authority:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attn: Executive Director

If to the Berkeley Housing Authority:

Housing Authority of the City of Berkeley
1947 Center St., 5th Floor
Berkeley, CA 94704
Attn: Executive Director

If to the Housing Authority of the County of Alameda:

Housing Authority of the County of Alameda
22941 Atherton Street
Hayward, CA 94541
Attn: Executive Director

5. Nondiscrimination. The Parties agree that there shall be no discrimination by any Party of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, familial status, gender identity or national origin in the

operation of the EHV program.

6. Legal Authority. Nothing in this MOU binds any Party to perform any action that is beyond its legal authority.
7. Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
8. Interpretation, Governing Law, Severability and Venue. This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.
9. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Alameda County Superior Court, (and, to the extent applicable for any appeal, the appellate courts with jurisdiction over such courts) and the Parties waive any provision of law providing for a change of venue to another location.
10. No Third-Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third parties, including, but not limited to eligible EHV program participants or applicants. No other person or entity shall have any right of action based upon the provisions of this MOU.
11. Indemnification. As between the County CoC, the Oakland Housing Authority, Alameda City Housing Authority, Berkeley Housing Authority, COUNTY, and Housing Authority of the County of Alameda, neither the County CoC, the Oakland Housing Authority, Alameda City Housing Authority, Berkeley Housing Authority, COUNTY, and Housing Authority of the County of Alameda, nor any of their respective Board of Supervisors member, Board of Commissioners member, officer, director, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party arising out of or related to any work, authority or jurisdiction delegated to a Party under this MOU. It is further agreed that pursuant to Government Code Section 895.4 and to the extent that Government Code Section 895.4 applies to a Party, each such Party shall fully indemnify and hold the other such Parties harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such Party arising out of or related to any work, authority or jurisdiction delegated to the other such Parties under this MOU.
12. The Parties each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this Section 11.

13. Section Headings. The section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.
14. Compliance with Laws and Regulations. By executing this MOU, each Party agrees to comply with all applicable federal, state and local laws, regulations and ordinances, and Notice PIH 2021-15(HA), including any amendments, modifications or additions thereto.
15. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this MOU thereafter.
16. Severability. Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
17. Authority to Execute. The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.
18. Amendments and Modifications. It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument by authorized representatives evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.
19. Independent Parties. Each Party to this MOU shall have no power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party. This MOU is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between any Parties to this MOU. Each Party understands and agrees that any of its employees rendering services under this MOU are, for purposes of Workers' Compensation liability, an employee solely of that Party and not of any other Party.
20. Assignment. No Party shall delegate or assign its interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the other Parties.
21. Non-liability of County CoC and Housing Authority Employees and Agents. No member, official, employee, Board of Supervisors member, or agent of the County CoC shall be personally liable to any Housing Authority, or in the event of any default or breach by the County CoC.

No member, official, employee, director, member of the Board of Commissioners, or agent

of any Housing Authority shall be personally liable to the COUNTY or County CoC or to another Housing Authority in the event of any default or breach by the Housing Authority.

No member, official, employee, Board of Supervisors member, or agent of the COUNTY shall be personally liable to the County CoC, any Housing Authority, or any other Party, or in the event of any default or breach by the COUNTY.

22. Entire Agreement. This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous MOU's and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by all Parties to the MOU.
23. Multiple Originals; Counterparts. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart.

Remainder of Page Intentionally Blank

Signatures on Following Page

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed on the dates set forth below.

County CoC:

EVERYONE HOME

By: DocuSigned by:
Chelsea Andrews
 945BFE72C2EA47A...
 Name: Chelsea Andrews
 Its: Executive Director
 Date: 7/20/2021

Oakland Housing Authority:

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

By: DocuSigned by:
Patricia Wells
 722CF180EE194A1...
 Name: Patricia Wells,
 Its: Executive Director
 Date: 7/21/2021

Berkeley Housing Authority:

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

By: DocuSigned by:
RACHEL GONZALES-LEVINE
 E7969889FCD0477...
 Name: Rachel Gonzales-Levine,
 Its: Interim Executive Director
 Date: 7/20/2021

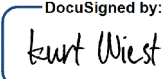
Alameda City Housing Authority:

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

By: DocuSigned by:
Vanessa Cooper
 5AFA57239EC2484...
 Name: Vanessa Cooper,
 Its: Executive Director
 Date: 7/20/2021


Housing Authority of the County of Alameda:

HOUSING AUTHORITY OF THE
COUNTY OF ALAMEDA, a public
body corporate and politic

By: 
A6A0D691F33B4D4...
Name: Kurt Wiest
Its: Executive Director
Date: 7/21/2021

County CoC:

Continuum of Care Board

By: 
8B2730DA49DA446...
Name: C'Mone Falls
Its: Chair of Continuum of Care Board

Date: 7/22/2021

County CoC:

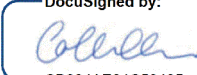
Continuum of Care Leadership Board

By: 
83A0BBEA05C24E9...
Name: Moe Wright
Its: Chair of Leadership Board

Date: 7/21/2021

County of Alameda:

Alameda County Health Care
Services Agency

By: 
CB284AE84C50405...
Name: Colleen Chawla
Its Agency Director

Date: 7/20/2021

EXHIBIT A DEFINITIONS

The following definitions always apply with respect to EHV eligibility, regardless of whether the Housing Authority may have established another definition for any of the below terms in the Housing Authority's administrative plan:

a. Individuals and families who are homeless

The meaning of “homeless” is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

b. Individuals or families who are at-risk of homelessness

The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

At risk of homelessness. (1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and
- (iii) Meets one of the following conditions:

- (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- (B) Is living in the home of another because of economic hardship;
- (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
- (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

- c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

Domestic violence includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 1. The length of the relationship;
 2. The type of relationship; and
 3. The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

Human trafficking includes both sex and labor trafficking, as outlined in the Trafficking

Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)

Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

d. Individuals or families who are recently homeless

This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

Recently homeless is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

Exhibit TPS-2: HOMELESS PROVIDER'S CERTIFICATION

THIS PAGE TO BE COMPLETED BY HOMESTRETCH**CERTIFICATION/REFERRAL**
Emergency Housing Voucher (EHV)**Referring Agency:** _____**EHV Applicant Name:** _____

☐ **HOMELESS** - The person(s) named above is/are currently living in (or, if currently in hospital, emergency shelter, or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or camp ground. Or the person(s) named above will imminently lose their primary nighttime residence within 14 days of the date of application; no subsequent residence has been identified; and the individual or family lack the resources or support networks to obtain other permanent housing. Or unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who meet additional standards of homelessness.

☐ **At Risk of Homeless** - The person(s) named above has an annual income below 30 percent of median family income for the area; does not have sufficient resources or support networks, (e.g., family, friends, faith-based or other social networks), immediately available to prevent them from moving to an emergency shelter or another place; has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; is living in the home of another because of economic hardship; has been notified in writing that their right to occupy their current housing or living situation will be terminated; otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

☐ **Fleeing/Domestic Violence/Human Trafficking** - The person(s) named above is/are fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

☐ **Recently Homeless/High Risk** - The person(s) named above is/are currently receiving financial and supportive services for persons who are homeless. Loss of such assistance would result in a return to homelessness (ex. Households in Rapid Rehousing Programs, residents of Permanent Supportive Housing Programs participating in Moving On, etc.)

It has been certified that the named family above meets the indicated category for the EHV Program.

Referring Agency/Org and Representative's Name:

Referring Agency/Org Representative Signature: _____

Date: _____

Exhibit TPS-3: EXAMPLE OF A VICTIM SERVICES PROVIDER'S CERTIFICATION

Emergency Housing Voucher (EHV)

SAMPLE HUMAN TRAFFICKING CERTIFICATION

Purpose of Form:

The Victims of Trafficking and Violence Protection Act of 2000 provides assistance to victims of trafficking making housing, educational health care, job training and other Federally-funded social service programs available to assist victims in rebuilding their lives.

Use of This Optional Form:

In response to this request, the service provider may complete this form and submit it to the Public Housing Agency (PHA) to certify eligibility for EHV assistance.

Confidentiality: All information provided to the service provider concerning the incident(s) of human trafficking shall be kept confidential and such details shall not be entered into any shared database. Employees of the PHA will not have access to these details, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED ON BEHALF OF HUMAN TRAFFICKING SURVIVOR

EHV Applicant Name: _____

This is to certify that the above named individual or household meets the definition for persons who are fleeing or attempting to flee human trafficking under section 107(b) of the Trafficking Victims Protection Act of 2000.

Immediately prior to entering the household's current living situation, the person(s) named above

was/were residing in:

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual(s) named above is/has been a victim of human trafficking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Authorized Agency Representative Signature: _____ **Date:** _____