Housing Authority of the County of Alameda

22941 Atherton Street, Hayward, CA 94541
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HOUSING COMMISSION AGENDA
Regular Meeting: March 8, 2017
Time: 8:00 a.m.
HACA Board Room, 22941 Atherton Street, Hayward, CA 94541

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

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

The Housing Commission Secretary of the Housing Authority of the County of Alameda has, on Thursday, March 2, 2017, duly distributed this Agenda to the Clerk of the Board of Supervisors for posting in the office of the Alameda County Administration Building and has posted it on the bulletin board of the Housing Authority of the County of Alameda.

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

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1.	**CALL TO ORDER / ROLL CALL**		
2.	**APPROVAL OF THE MINUTES OF THE JANUARY 11, 2017 MEETING**		
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MINUTES

January 11, 2017

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 MINUTES
REGULAR MEETING: JANUARY 11, 2017
HACA BOARD ROOM, 22941 ATHERTON STREET, HAYWARD, CA 94541

SUMMARY ACTION MINUTES

1. **CALL TO ORDER/ROLL CALL**

Call to Order
Vice Chairperson Gerry called the meeting to order at 8:04 a.m.

Roll Call
Present: Cmrs. Bacon, Biddle, Buckholz, Cox, Gerry, Hannon, Maass, Peixoto and Steiner
Excused: Cmr. Cox and Gacoscos

2. **ACTION: APPROVAL OF THE MINUTE OF THE NOVEMBER 9, 2016 HOUSING COMMISSION MEETING**

Recommendation: Approve the minutes of the November 9, 2016 Housing Commission meeting as presented.

Motion/Second: Peixoto/Hannon.
Ayes: All Motion passed. **APPROVED AS RECOMMENDED.**

Before continuing on to the next item on the agenda, Christine Gouig, Executive Director, introduced Councilmember Pete Ballew from the City of San Leandro and announced that he will be replacing Cmr. Cox as San Leandro's representative on the Housing Commission.

3. **PUBLIC COMMENT**

None.

4. **NEW BUSINESS**

4-1. PRESENTATION: RECOGNIZE AIMEE FISHER AS HACA'S SHINING STAR FOR JANUARY-JUNE 2017

Christine Gouig, Executive Director, presented the staff report. Ms. Gouig announced that Aimee Fisher, an interim Eligibility Leadworker in the Programs Department, was selected as HACA's Shining Star for January-June 2017 and that her selection was announced at the HACA holiday celebration in December. Ms. Gouig read some of the comments submitted by those who nominated Aimee. Aimee expressed her appreciation for the recognition and how meaningful the award is to her. Vice Chairperson Gerry presented Aimee with a certificate and the Commission and staff applauded Aimee.

Public Comment:
Mary Rizzo-Shuman, Programs Manager, commented that Aimee is an attribute to the Programs Department and praised her for her work as the interim Eligibility Leadworker. Linda Morgan-Lyles, Leasing Services Leadworker, congratulated Aimee on the award and praised Aimee for the work that she is doing as the interim Eligibility Leadworker. Tonya Edmond, Housing Specialist,

commented that it is a joy to work with Aimee and that she would be an excellent candidate for the Eligibility Leadworker position.

Commission Discussion: Cmr. Biddle commented that it is great to be recognized and honored by fellow co-workers.

4-2. CANCELLED – PUBLIC HEARING: REVISIONS TO HACA'S PHA PLAN FOR THE FISCAL YEAR BEGINNING JULY 1, 2017

Christine Gouig reported that the public hearing is canceled as revisions to the PHA Plan are not necessary. Vice Chairperson Gerry noted the cancellation of the public hearing and moved on to the next item of business on the agenda.

4-3. ACTION: HACA SECTION 8 ADMINISTRATIVE PLAN POLICY REVISIONS

Jennifer Cado, Senior Administrative Analyst, presented the staff report. Ms. Cado reported that staff is proposing to amend chapters 4 and 17 of HACA's Section 8 Administrative Plan (Admin Plan) in order to incorporate changes to HUD regulations and streamline HACA's practices or program initiatives. She explained the proposed revisions to these chapters and recommended that the Housing Commission approve the revisions as presented.

Recommendation: Approve the proposed revisions to HACA's Section 8 Administrative Plan as presented.

Commission Discussion: Cmr. Biddle asked if staff plans to change some of these processes permanently if they prove to be more efficient and Ms. Gouig indicated that staff will have to monitor these temporary processes before making any permanent changes. Cmr. Peixoto and Ms. Cado discussed how waitlist preferences are applied when processing waitlist applications. He commented that if the temporary processes prove to be more efficient they should be made permanent. Cmr. Hannon agreed with Cmr. Peixoto. Cmr. Hannon, Ms. Cado and Ms. Gouig discussed the unused vouchers in the Veterans Affairs Supportive Housing (VASH) program. Cmr. Hannon commended staff for reviewing these processes and encouraged staff to look at other opportunities to streamline overly cumbersome processes. Cmr. Maass asked about waitlist preferences and Ms. Cado described how waitlist applicants are processed and what happens when the applicant claims a particular preference.

Cmr. Peixoto and Ms. Cado discussed housing inspection methodology. Cmr. Hannon and Ms. Cado discussed the exceptions to the unit occupancy cap.

Motion/Second: Biddle/Steiner.
Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-4. ACTION: HACA SECTION 8 ADMINISTRATIVE PLAN POLICY REVISION; THIRD AMEMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN HACA AND THE ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES AGENCY

Christine Gouig introduced this item and described the procedure for amending HACA's Section 8 Administrative Plan (Admin Plan). Ms. Gouig provided some background information on HACA's partnership with the Alameda County Behavioral Health Care Services Agency (BHCS) to house persons with serious mental issues.

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor described BHCS's Choices and FACT programs and described the Memorandum of Understanding between BHCS and HACA. He reported that BHCS has merged the Choices and FACT programs into one single program called the Mental Health Services Act (MHSA) Program and that staff is proposing to revise the MOU and the Admin Plan in order to reflect this change. He further reported that staff is proposing to amend the Admin Plan in order to allow HACA to house more graduates from the MHSA Program.

Recommendation: Approve the proposed revisions to HACA's Section 8 Administrative Plan as presented and the amendment to the Memorandum of Understanding between Alameda County Behavioral Health Care Services Agency and HACA.

Commission Discussion: Ms. Gouig commented that these are great programs and Cmr. Peixoto praised the coordination between the agencies. Cmr. Steiner asked about follow-up on the graduates and Mr. Taylor indicated that BHCS connects program graduates with resources to help ensure their success.

Motion/Second: Hannon/Biddle.
Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-5. RESOLUTION NO. 01-17: AUTHORIZING DISPOSITION OF MISSION BOULEVARD PROPERTY TO PRESERVING ALAMEDA COUNTY HOUSING, INC.

Christine Gouig presented the staff report. Ms. Gouig reported that HUD has approved HACA's application to dispose of HACA's office and maintenance facility located at 29800 Mission Boulevard in Hayward. She indicated that staff has requested an amendment to HUD's approval in order to preserve the option to develop and operate affordable housing on the property should HACA decide to do that in future. Ms. Gouig explained that staff is in the process of transferring ownership of this property to Preserving Alameda County Housing, Inc. (PACH) and she recommended that the Commission authorize her to execute any and all documents that are required.

Recommendation: Adopt Resolution No. 01-17 authorizing disposition of 29800 Mission Boulevard to Preserving Alameda County Housing, Inc.

Commission Discussion: Cmr. Hannon commented that the request to HUD for the amendment to the disposition approval is a good strategy. Cmr. Steiner shared the history of the Mission Boulevard property.

Motion/Second: Steiner/Maass.
Ayes: All. Motion passed. **APPROVED AS RECOMMENDED**.

4-6. ACTION: RATIFICATION OF SETTLEMENT AGREEMENT WITH COLONY INSURANCE COMPANY

Christine Gouig presented the staff report. Ms. Gouig reported that on November 9, 2016, the Housing Commission authorized her to execute a Settlement Agreement with Colony Insurance. Ms. Gouig reported that the Settlement Agreement was executed and recommended that the Commission ratify it.

Recommendation: Ratify the Settlement Agreement with Colony Insurance Company
Motion/Second: Biddle/Hannon.

4-7. <u>INFORMATION: BUDGET STATUS REPORT</u>

Cathy Leoncio, Finance Director, presented the staff report. Report received.

<u>Commission Discussion</u>: Cmr. Biddle commented that the funding provided by HUD is not adequate. Cmr. Peixoto and Ms. Gouig discussed some of the work that she is doing with the California Association of Housing Authorities (CAHA) to address this. Ms. Gouig provided an update on the federal budget. Cmr. Maass commented that he read an article in the New York Times on Ben Carson, who was nominated for HUD Secretary.

4-7. <u>INFORMATION: PROGRAMS ACTIVITY REPORT</u>

Daniel Taylor presented the staff report. Mr. Taylor provided an overview of the Family Self-Sufficiency (FSS) Program, and described some of the annual events and activities that are hosted by the FSS staff. He spoke about some of the activities that the FSS staff is undertaking in order to grow the program.

<u>Commission Discussion</u>: Cmr. Steiner commented that the FSS Program participants who speak at the annual *It's Your Time to Shine* event are so powerful and she suggested that staff consider videotaping some of these stories so that they can be shared at the FSS Program orientations.

5. <u>COMMITTEE REPORTS</u>

None.

6. <u>COMMISSIONER REPORTS</u>

None.

7. <u>COMMUNICATIONS</u>

Ms. Gouig reported that the President's proposal to reduce the corporate tax rate is having an impact on the Low-Income Housing Tax Credit (LIHTC) Program that developers rely on to develop or rehabilitate affordable housing. She described some of the strategies that HACA is undertaking to address funding gaps in some of the affordable housing projects that HACA is involved in.

Ms. Gouig and Cmr. Steiner discussed an Alameda County surplus site located in the city of Dublin.

8. <u>ADJOURNMENT</u>

There being no further business to discuss, Vice Chairperson Gerry adjourned the meeting at 9:32 a.m.

Respectfully Submitted,

Melissa Taesali Executive Assistant	Christine Gouig Executive Director/Housing Commission Secretary

Approved: Pat Gacoscos
Housing Commission Chairperson

NEW BUSINESS

March 8, 2017

HACA AGENDA ITEM NO.: 4-1.

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: March 8, 2017

Subject:	Annual PHA Plan for Fiscal Year 2017 (Public Hearing Required)
Exhibits	HACA's Annual Plan for Fiscal Year 2017
Recommendation	Conduct Public Hearing to Accept Comments and Authorize Staff to Submit the Plan to HUD

BACKGROUND

HACA's Annual Plan is a guide to HACA's policies, programs, operations, and strategies for meeting local housing needs for HACA Fiscal Year 2017-2018.

Staff has prepared the Plan, using HUD's streamlined High Performer Annual Plan template as HACA is classified by HUD as a High Performer PHA. By your March 8 meeting, staff will have met with the Resident Advisory Board (RAB) and will present any comments the RAB has along with staff's responses.

The Plan is due at HUD by April 17. HUD has 75 days to approve it, after which HUD will post the approved Annual Plan on the HUD website.

DISCUSSION AND ANALYSIS

As for the first time last year, this year's HACA Annual Plan is required exclusively for the Housing Choice Voucher Program. Prior to last year when the last of HACA's public housing was converted to HUD's Project-Based Housing Rental Assistance Demonstration (PBV RAD) Program, our Annual and 5-Year Plans have also included Public Housing. Now, as a result of both HACA no longer having Public Housing and HUD's promulgation of an abbreviated High Performer PHA Plan form, the Annual Plan has become far more streamlined than in the past.

In light of the need to include only the Housing Choice Voucher Program in this year's Annual Plan, the Plan largely describes new activities and updates HACA's Project-Based Voucher Program accomplishments and HACA's progress in meeting its goals since last year's Annual Plan submission.

Should your Commission receive public comments in the Public Hearing that require research or analysis before submitting the Annual Plan to HUD, staff will undertake those tasks prior to your April 12 meeting, and present the final Annual Plan for your action then. If no such comments are received and your Commission approves the Plan, staff will submit the Annual Plan this week.

Streamlined Annual PHA Plan *(High Performer PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Housing Authority of the County of Alameda **PHA Code**: CA067
PHA Type: ☐ Small ☑ High Performer
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2017
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 0 **Number of Housing Choice Vouchers (HCVs)** 6451
Total Combined 6451
PHA Plan Submission Type: ☑ Annual Submission ☐ Revised Annual Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	Annual Plan Elements
B.1	**Revision of PHA Plan Elements.** (a) Have the following PHA Plan elements been revised by the PHA since its last **Annual <u>PHA Plan</u>** submission? Y N ☐ ☑ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☑ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☑ ☐ Financial Resources. ☐ ☑ Rent Determination. ☐ ☑ Homeownership Programs. ☐ ☑ Safety and Crime Prevention. ☐ ☑ Pet Policy. ☐ ☑ Substantial Deviation. ☐ ☑ Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. (c) If the PHA answered yes for any element, describe the revisions for each element below: Financial Resources: Modified to reflect new budget and operating experience since last Annual PHA Plan submission.
B.2	**New Activities.** (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☑ Hope VI or Choice Neighborhoods. ☐ ☑ Mixed Finance Modernization or Development. ☐ ☑ Demolition and/or Disposition. ☐ ☑ Conversion of Public Housing to Tenant Based Assistance. ☐ ☑ Conversion of Public Housing to Project-Based Assistance under RAD. ☑ ☐ Project Based Vouchers. ☐ ☑ Units with Approved Vacancies for Modernization. ☐ ☑ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan. Please see attached response.
B.3	**Progress Report.** Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. Mission 5.1 HACA's success in meeting its mission is reflected in its High Performing SEMAP designation. Goal 5.2.1 Long-term financial viability of HACA's remaining 72 PH units – Accomplished by March 2016 RAD closing. Goal 5.2.2 Expand the supply of assisted housing – continuing. See B.2 above for progress to date. Goal 5.2.3 Increase access to available assistance through implementation of cloud-based, always-open housing assistance application. Programming is complete; dependent on platform provider (Zoho Creator) correcting language translation limitations in platform. HACA is also considering moving to an application process with reduced or no preferences and that only adds to the waiting list the number of people that can be served within a three to six month window. Goal 5.2.4 Validate the cost-effectiveness of the HACA Family Self-Sufficiency (FSS) Program – Ongoing as part of multi-year HUD national assessment with MDRC. Goal 5.2.5 Assist as many qualified families as possible – ongoing. Goal 5.2.6 Fully implement the Violence Against Women Act – Fully implemented and ongoing.

B.4.	**Most Recent Fiscal Year Audit**. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☑ (b) If yes, please describe:
	Other Document and/or Certification Requirements.
C.1	**Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan** Form 50077-ST-HCV-HP, *Certification of Compliance with PHA Plans and Related Regulations,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	**Civil Rights Certification.** Form 50077-ST-HCV-HP, *Certification of Compliance with PHA Plans and Related Regulations,* must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☐ ☐ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.4	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
D	**Statement of Capital Improvements**. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
D.1	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. N/A (No public housing.)

Instructions for Preparation of Form HUD-50075-HP
Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(1) and 24 CFR §903.12(b). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(2)(ii) and 24 CFR §903.12(b).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions**. Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. 24 CFR §903.7(b) Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. 24 CFR §903.7(b) A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b) Describe the unit assignment policies for public housing. 24 CFR §903.7(b)

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c)

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d)

☐ **Homeownership Programs**. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k) and 24 CFR §903.12(b).

☐ **Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i)

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: Notice PIH 1999-51. (24 CFR §903.7(r)(2)(ii)

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 **New Activities.** If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI.** 1**)** A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm**.** (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development. 1)** A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm**.** (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm**.** (24 CFR §903.7(j))

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

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B.3 **Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 **Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 **Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 **Civil Rights Certification.** Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

C.3 **Resident Advisory Board (RAB) comments**. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.4 **Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

D.1 **Capital Improvements.** In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form 50075.2 approved by HUD on XX/XX/XXXX."

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

B.2.(b) New Activities

HACA currently has 72 Project-Based Vouchers under RAD and 440 project-based units in addition to the RAD units. HACA anticipates project-basing additional vouchers for a total, including existing project based vouchers, of up to 1,000 units. The cities of Albany, Emeryville, Dublin, Fremont, Hayward, Newark, Pleasanton, San Leandro, and Union City as well as the unincorporated communities of Castro Valley and San Lorenzo and unincorporated Alameda County are currently-identified locations.

HACA is project-basing 25 units in the city of Dublin for veterans, 12 units in the city of Emeryville for families and the disabled, 30 units in the city of Fremont for the elderly, 20 units in the city of Fremont for families, 50 units in the city of Pleasanton for the elderly, 62 units in the city of San Leandro for the elderly and five units in the city of Hayward for the disabled.

HACA may project-base up to approximately 435 additional units in non-impacted census tracts, higher-cost opportunity areas and neighborhoods undergoing revitalization for persons with disabilities, the elderly, veterans and families, including but not limited to: eight units in central and southern Alameda County to serve the disabled population; 50 units in the city of Dublin to serve the elderly population; 40 units in the city of Emeryville to serve persons with disabilities, the elderly and families; 140 units in the city of Fremont to serve persons with disabilities, the elderly, veterans and families; 15 units in the city of Hayward to serve families; 20 units in the city of Pleasanton to serve families; and 65 units in the city of San Leandro to support the elderly.

HACA will evaluate additional opportunities to project-base vouchers by: partnering with developers in the development and ownership of new and rehabilitated projects; by applying for set-aside VASH Vouchers; and by acquiring existing rental properties for which low-income tax credits or tax exempt bonds can be obtained.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 8, 2017

Subject:	Amendment to Budgeted Positions
Exhibits Attached:	- Resolution No. 02-17 - List of Budgeted Positions for Fiscal Year 2016-2017
Recommendation:	Adopt the Resolution Amending the Budgeted Positions
Financial Statement:	No additional cost

BACKGROUND

On July 20, 2016, the Operating Budget for the July 1, 2016 – June 30, 2017 fiscal year was approved, which included the number of budgeted positions. On March 30, 2017, the retirement of the current Deputy Director, Ron Dion, will become effective. While recruitment efforts to find a replacement have been underway since December 2016, those efforts have not yielded a sufficient applicant pool from which to move forward with the interview phase of that recruitment process.

DISCUSSION AND ANALYSIS

In December 2016, a recruitment process was commenced for a Deputy Director replacement. The application submittal timeframe was extended in an attempt to generate additional applicants because there was an insufficient applicant pool with which to conduct interviews. A few additional applications have come in since the extension.

There are two significant factors that have impacted the ability to timely secure a Deputy Director replacement: (1) the lack of adequate applicant response to recent recruitment efforts, and (2) HUD's recent reduction of the 2017 administrative fee rates, which apply a national proration level of 77%. This proration represents a decrease of 7% from last year. This is a trend that creates additional uncertainty regarding a permanent replacement for the Deputy Director position as well as other positions at HACA.

Following the retirement of Mr. Dion and while the recruitment efforts continue to secure a replacement, some of the tasks and responsibilities of the Deputy Director position will temporarily be absorbed by other management staff. However, there will be some remaining unassigned tasks that will need to be performed which cannot be absorbed. It has been determined that a temporary staff person would be able to perform these tasks on a provisional basis. Provisional appointments are allowed and provided for in the Personnel Rules (Personnel Rule 9.6) when there is no established employment list for the classification to which the provisional appointment will be made.

A provisional appointment is being recommended to the classification of Administrative Analyst. This classification exists as a position for HACA but is currently vacant and not included in the Operating Budget's Budgeted Positions for Fiscal Year 2016-2017.

There is no increased financial impact of adding the position of Administrative Analyst because the salary is considerably less than that for the Deputy Director position and the Housing Authority will not be responsible for making retirement contributions for this position as it is a provisional appointment. The actual net difference in salary between the two classifications will result in estimated monthly salary savings of $3,701-$4,995.

Adding the Administrative Analyst position (provisional appointment) requires your Commission to amend the Budgeted Positions you approved through Resolution 08-16 at your July 20, 2016 meeting when you adopted HACA's FY 2016-17 Operating Budget.

RECOMMENDATION

Staff recommends your Commission adopt Resolution No. 02-17 amending the budgeted positions for 2016-2017.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 02-17

RESOLUTION APPROVING AN AMENDMENT TO THE BUDGETED POSITIONS IN THE HOUSING AUTHORITY'S FISCAL YEAR 2016-2017 OPERATING BUDGET

WHEREAS, the current incumbent in the Deputy Director position will retire effective March 30, 2017; and

WHEREAS, the Housing Authority of the County of Alameda has an open recruitment process for a replacement, however, the applicant pool is not yet sufficient to complete the recruitment process; and

WHEREAS, there will not be a new Deputy Director in place prior to the retirement of the current incumbent and while some of the Deputy Director's duties can be absorbed by current staff, there remains other duties and work that will need to be performed in the absence of a Deputy Director; and

WHEREAS, additional operating budget constraints are anticipated as a result of HUD's announcement that the 2017 Section 8 administrative fee rates are to be prorated to a level of 77%, which represents a decrease of 7% from last year; and

WHEREAS, it has been determined that a provisional appointment in the classification of Administrative Analyst will be sufficient to perform the remaining unassigned tasks of the Deputy Director; and

WHEREAS, provisional appointments are allowed and made pursuant to Housing Authority Personnel Rule 9.6 whenever there is no established employment list for the classification; and

WHEREAS, on July 20, 2016, the Housing Commission adopted Resolution No. 08-16 approving HACA's Operating Budget and Budgeted Positions for the July 1, 2016 – June 30, 2017 fiscal year; and

WHEREAS, an amendment to the Budgeted Positions in the Operating Budget is required in order to add the provisional position in the classification of Administrative Analyst;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve an amendment to HACA's Budgeted Positions as shown on the attached list incorporated herein.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this ___________ day of _____________ 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

____
Pat Gacoscos
Housing Commission Chairperson

Attest:

____
Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: ________________

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Budgeted Positions (Revised)
FOR THE FISCAL YEAR ENDING JUNE 30, 2017

Classification	Full-Time Equivalent (FTE)	Monthly Salary Range		Annual Salary Range	
		Minimum	Maximum/Control	Minimum	Maximum/Control
Account Specialist	5	$3,886	$4,618	$46,632	$55,416
Accountant	1	$5,838	$7,879	$70,059	$94,542
Administrative Analyst	1	$5,551	$7,496	$66,612	$89,952
Administrative Clerk *	11	$3,716	$4,401	$44,592	$52,812
Deputy Director for Programs	1	$9,330	$12,595	$111,966	$151,136
Eligibility Leadworker	2	$4,578	$5,496	$54,936	$65,952
Eligibility Technician	14	$4,121	$4,896	$49,452	$58,752
Executive Assistant	1	$4,792	$6,466	$57,502	$77,598
Executive Director	1	$11,365	$15,346	$136,386	$184,155
Finance Director	1	$8,880	$11,988	$106,557	$143,862
FSS Coordinator	3	$4,383	$5,257	$52,596	$63,084
FSS Leadworker (HO/FSS)	1	$4,822	$5,782	$57,864	$69,384
Housing Inspector	2	$4,245	$5,091	$50,940	$61,092
Housing Management Assistant	1	$4,383	$5,257	$52,596	$63,084
Housing Management Leadworker	1	$5,606	$6,883	$67,272	$82,596
Housing Specialist	9	$4,869	$5,842	$58,428	$70,104
Human Resources Analyst	1	$5,980	$8,077	$71,761	$96,925
Information Technology Manager	1	$8,453	$11,410	$101,438	$136,915
Leasing Services Leadworker	2	$5,253	$6,377	$63,036	$76,524
Maintenance & Modernization Manager	1	$6,765	$9,134	$81,178	$109,608
Maintenance Worker II	3	$5,655	$5,655	$67,860	$67,860
Network Administrator	1	$6,130	$8,277	$73,564	$99,320
Procurement Analyst	1	$5,156	$6,960	$61,877	$83,523
Program Integrity Officer	1	**		**	
Programs Manager	1	$8,042	$10,859	$96,509	$130,309
Property Aide (Part Time)	4				
Secretary	1	$3,805	$4,635	$45,660	$55,620
Senior Administrative Analyst	1	$6,601	$8,915	$79,212	$106,986
Special Programs Manager	1	$7,111	$9,600	$85,326	$115,206
Total	74				

*One position is on a hiring freeze and another is less than full-time.
**Service contract with the Alameda County District Attorney's office.

Management position

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: March 8, 2017

Subject:	Management Fringe Benefit Compliance Review and Personnel Rule Revisions Regarding Management Fringe Benefits
Exhibits Attached:	1. Resolution No. 03-17 2. Language Excerpt From Personnel Rule Section 3.17 Reflecting Revisions
Recommendations:	1. Adopt Resolution Approving Recommended Changes to Management Fringe Benefit Plan and Language Revisions for Personnel Rule Section 3.17
Financial Statement:	No additional cost

BACKGROUND

A management fringe benefit plan has historically been available to all Housing Authority management employees (authorized in Section 3.17 of the Personnel Rules), which provided: (1) selection from a variety of taxable and non-taxable reimbursements and other non-cash benefits and (2) pre-tax payroll deductions for payment of certain benefits. These benefits were lumped together and administered as one plan.

The management fringe benefit plan has been in existence for over 30 years. During that time the plan was reviewed by outside consultants a few times and the Commission adopted various recommendations for changes. In 1987, one primary change consisted of the creation of a cafeteria plan in accordance with Internal Revenue Code (IRC) Section 125 for management fringe benefits. This plan contained both taxable and non-taxable reimbursements for qualifying expenditures.

Numerous regulatory changes regarding employee benefits have occurred since the last review of the management fringe benefit plan. For example, the IRC impacting employee cafeteria plans has changed significantly, the Affordable Care Act (ACA) was adopted and certain amendments to the Employee Retirement Income Security Act (ERISA) now apply to employee health benefits. As a result, staff procured Trucker Huss, a law firm specializing in employee benefits, to review our management fringe benefit plan for compliance with current applicable state and federal law and to make recommendations for changes.

DISCUSSION and ANALYSIS

The Housing Authority's Personnel Rule 3.17 contains provisions regarding benefits for management employees. The language of Personnel Rule 3.17 is no longer consistent with the current state of applicable law and no longer accurately reflects the intent of how these benefits are to be administered.

I. CURRENT STATUS

Personnel Rule 3.17 references a "Flexible Benefit Plan," which provides management employees with taxable and non-taxable cash compensation in the form of reimbursements. The taxable plan allows for up to $800 in reimbursements for specified expenditures and the non-taxable plan allows for up to $1,500, as shown below.

A. Taxable $800 (Personnel Rule 3.17.12) Reimbursements:

- Premium costs for life/AD&D insurance for spouse or dependents
- Membership dues for job-related organizations (civic, cultural, fraternal)
- Tools and technology
- Wellness/fitness programs
- Public mass transportation
- Memberships for job-related professional organizations
- Payment for job-related publications

B. Non-Taxable $1,500 (Personnel Rule 3.17.15) Reimbursements:

- Payment of employee portion of medical insurance premium
- Payment of costs for dependent coverage under the life/AD&D insurance plan
- Dependent care
- Uninsured medical expenses
- Educational expenses

In addition to the reimbursements identified above, the management fringe benefit plan allows employees, through payroll deductions, to contribute up to $5,000 per calendar year of their own pay to pay for certain expenses for education or dependent care with pre-tax dollars.

II. RECOMMENDED CHANGES

The compliance review performed by Trucker Huss revealed that the Housing Authority's management fringe benefit plan is out of compliance with the IRC, the ACA and ERISA, and contains recommendations to bring the plan into compliance. The effect of the recommendations would still allow for taxable and non-taxable reimbursements, however, the tax status of many of the reimbursements in the current plans must change. Recommendations call for structural and administrative changes as outlined below:

A. Structural Changes

1. The Current $1,500 Non-Taxable Plan Should Be Discontinued

As currently structured, this benefit does not comply with IRC Section 125 rules.

a. Uninsured Medical Expenses, Dependent Care and Premium-Only Payments

Three components of the existing $1,500 non-taxable fringe benefit plan are now provided for in a different plan-- a Flexible Spending Account (FSA) benefit plan established by the Housing Authority in 2012 where an employee contributes his/her own funds on a pre-tax basis as a payroll deduction. These components are:

- uninsured medical expenses
- dependent care expenses
- payment for employees' portion of medical premiums (premium only payments)

The FSA plan is administered by a third party vendor and is fully compliant with all requirements of Section 125 of the IRC as a tax-favored benefit plan.

b. Dependent Coverage Under the Life/AD&D Insurance Plan

The IRC does not expressly provide for an exclusion from income for dependent life insurance or Accidental Death & Dismemberment (AD&D) coverage. Therefore, it is recommended that this benefit be retained but reimbursed on a taxable basis, thus becoming part of the taxable fringe benefit.

c. Educational Expenses

According to the IRC, an employer-provided educational expense benefit may be reimbursed on a non-taxable basis as a "working condition fringe exclusion" so long as the education expenditure meets certain eligibility criteria. Trucker Huss recommends that the educational reimbursement be provided as a separate benefit coming under the "working condition fringe exclusion" provided by the IRC. Therefore, the Housing

Authority should remove educational reimbursements from the management fringe benefit plan.

2. The Current $800 Taxable Plan Should be Restructured

If one applies the current IRC regulations to the current management fringe benefit plan, the result would be that some items fall into the taxable category and others into the non-taxable category and the plan, therefore, mixes taxable and non-taxable reimbursement items. To avoid this, Trucker Huss recommends the Housing Authority administer the taxable reimbursements separately from the non-taxable reimbursements.

3. Create Separate Non-Taxable and Taxable Fringe Benefit Plans

As indicated above, two separate plans should be created for the taxable and non-taxable categories. The current management fringe benefit plan provides $800 in taxable reimbursements and $1,500 in non-taxable reimbursements for a total of $2,300.

The recommendation for creating new taxable and non-taxable fringe benefit plans would involve maintaining the same total amount of $2,300 but not assigning a specific dollar amount to the taxable and non-taxable categories. Restructuring the plan into these two categories would be as follows:

a. Taxable Fringe Benefit Plan

- Wellness and fitness programs
- Life insurance and AD&D coverage for spouses/dependents

b. Non-Taxable Fringe Benefit Plan

- Tools and technology related to job performance
- Job-related publications
- Public mass transportation
- Job-related membership dues

B. Administrative Changes

The overall recommendation regarding the administration of the management fringe benefit plan is to amend Personnel Rule 3.17 so that the details and descriptions of the benefits are removed and placed in official benefit plan documents as is the common practice. It is recommended that separate benefit plan documents with summary plan descriptions be created for each of the taxable and non-taxable fringe benefit plans. These documents would be administered by the Housing Authority's Human Resources Department. When and if changes to pertinent laws occur, Human Resources staff could make the corresponding change to the benefit plan documents rather than amending the Personnel Rules.

Attached is the tracked version of the revisions to Personnel Rule 3.17 for your reference.

RECOMMENDATION

1. The Personnel Committee considered this matter at its meeting prior to your Commission's meeting. Staff will report on the Committee's recommendation.
2. Staff recommends your Commission adopt Resolution No. 03-17 approving changes to the management fringe benefit plan and approving the proposed language revisions in Personnel Rule 3.17.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
RESOLUTION NO. 03-17
RESOLUTION APPROVING CHANGES TO THE MANAGEMENT FRINGE BENEFIT PLAN

WHEREAS, the Housing Authority of the County of Alameda ("Authority") has had a longstanding management fringe benefit plan in place for at least the past 30 years; and

WHEREAS, the Authority sought to have the management fringe benefit plan reviewed for compliance with the current state of applicable laws and retained the law firm of Trucker Huss to perform such a review; and

WHEREAS, as a result of the review it is recommended that the current management fringe benefit plans consisting of the $1,500 non-taxable reimbursement plan and the $800 taxable reimbursement plan be eliminated; and

WHEREAS, it is further recommended that the management fringe benefit plan be re-structured into new, separate non-taxable and taxable plans; and

WHEREAS, it is further recommended that a separate plan be created for educational benefits in the form of non-taxable reimbursements and pre-tax payroll deductions; and

WHEREAS, it is further recommended that Housing Authority Personnel Rule 3.17 be revised to reflect the proposed changes and refer the details of the plans to official benefit plan documents;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve and authorize the recommended changes to the management fringe benefit plan and to Personnel Rule 3.17 as presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this ___________ day of _____________ 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

____
Pat Gacoscos
Housing Commission Chairperson

____
Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: ______________________

Section 3.17 **PERSONS IN "M" DESIGNATED CLASSIFICATIONS**

Notwithstanding any other provision of these Rules, only persons occupying positions in classifications for which the schedule or salary includes the suffix "M" shall be subject to the provisions of this Section and following sub-Sections. The provisions of this Section are not intended to and do not establish vested or contractual rights and are subject at any time to change or repeal by the Housing Commission without the substitution of comparable benefits.

3.17.1 **Salary:**

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Each employee shall receive a ~~the~~ salary as determined by the Housing Commission.

3.17.2 **Work Week:**

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Each employee shall have a work week of 40 hours. The 80 hour pay period may be flexibly scheduled consistent with the operating needs of the Department, with the approval of the Executive Director.

3.17.3 **Vacation Sell-Back:**

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Management employees are eligible to sell back accrued vacation subject to the following conditions:

a. Each employee may sell back the equivalent of up to a maximum of 300 hours of vacation per fiscal year;
b. Each sell back transaction may range from 1 to 300 hours not to exceed the per fiscal year maximum; and
c. Employees may only sell accrued vacation hours.

3.17.4 **Floating Holidays:**

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Each employee shall receive three days of paid leave of absence in each fiscal year, such days to be selected by the person, subject to the approval of the Executive Director and to be taken within that fiscal year only; provided, however, that any employee appointed after the start of the fiscal year shall receive paid leave of absence prorated at the rate of .92 hour for each bi-weekly pay period thereafter to be worked full-time during the remainder of the fiscal year.

~~**3.17.5** Each employee shall be provided without charge one physical examination per calendar year to be administered by medical staff under contract with the Authority.~~

3.17.5~~6~~ **Healthcare Coverage Continuation:**

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Each employee regularly scheduled to work at least 50% of the full-time schedule shall be eligible for health and dental benefits coverage by benefit providers selected by the Housing Authority including coverage for dependents. Premium payment toward such health benefit coverage shall not be greater than the full premium cost for the Kaiser Permanente Health Maintenance Organization coverage under contract. Such coverage is subject to the provisions, conditions, and limitations of the benefit provider's contract.

3.17.6 **Medical Opt-Out/Waiver**:
Employees who chose to forgo health coverage shall receive $100 per pay period.

3.17.7 **Life and AD&D Insurance**:
Each employee shall be provided at the Housing Authority's expense Group Life Insurance and Group Accidental Death and Dismemberment Insurance in the amount of $50,000.00 by an insurer selected by the Housing Authority. This coverage is subject to the provisions, conditions, and limitations of the benefit provider's contract.

~~**3.17.8** Flexible Benefit Plan: The purpose of the Plan is to provide Management Employees with a choice among taxable cash compensation and certain nontaxable benefits under the Dependent Care Assistance Plan, Medical Reimbursement Plan, Life/Accidental Death & Dismemberment Plan, and Medical/ Dental Insurance Plan and Educational Reimbursement Plan maintained by the Housing Authority. As defined in the plan documents and amended from time to time.~~

~~**3.17.9** Flexible Benefit Plan: Amount of Allocable Funds. Each full-time management employee is eligible for a flexible benefit plan in the amount of $1,500 for each benefit plan year. Each less than full time management employee shall have the $1,500 prorated based on the average number of hours they are anticipated to work each pay period as determined by the Executive Director. For employees appointed to a position in an M-designated classification after the beginning of the plan year, the $1,500 flex dollars shall be prorated based on the number of full pay periods left in the plan year as of their date of entry to the plan. The maximum sum available to an employee who reinstates within a plan year shall not exceed $1,500 minus the sum of flexible benefits dollars received by the employee during the portion of the flexible benefit plan year preceding the termination.~~

3.17.8~~7~~ **Long-Term Disability Coverage**:
Each employee shall receive long-term disability insurance coverage from a provider selected by and paid for the Housing Authority. This program is subject to eligibility requirements, age limitation, coverage exclusions, conversion rights and all other provisions set forth in the applicable insurer contracts. The benefit plan documents contain specific criteria and benefit details.

3.17~~7~~.9~~8~~~~10~~ **Tax-Favored Educational Expenditures**:
~~Flexible Benefit Plan: Salary Reduction. An eligible e~~Employees may pay for job-related educational expenses. Payments may be made through payroll deduction and/or reimbursed. The Plan Document for the Tax-Favored Educational Expenditure Benefits contains the specific criteria and benefit details.

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~~mployee may through payroll contribute up to $5,000 per year to his/her flexible benefit plan to pay for plan benefits with pre-tax salary as defined in the plan documents.~~

~~**3.17.11** Flexible Benefit Plan: Allocation of Benefits. Prior to the beginning of each plan year, and within the first 30 days of employment in the case of a new employee, the employee may allocate the plan amount among the following benefit accounts. Except in the case of a termination and reinstatement or a change in status as indicated in the plan documents, no change may be made in this allocation during the calendar year and any sums remaining unspent at the end of the year, including salary contributions made pursuant to Section 3.17.10, are Housing Authority funds.~~

~~**3.17.12** Each employee is eligible for reimbursement of up to $800 expenses as set forth below incurred during each calendar year beginning January 1st of each year. An employee appointed to a position shall be entitled to a prorated sum based upon the number of pay days for full-time work during the remainder of the calendar year. The maximum sum available for expense reimbursement to an employee who reinstates shall not exceed $800 minus the sum of expenses reimbursed to the employee during the portion of the calendar year preceding the date of termination. In the event that it appears that employees leaving their positions or going on unpaid leave have spent or are likely to spend more than the reimbursement benefit amount prorated for time worked prior to leaving, the Executive Director shall discontinue or curtail further use of the reimbursement allowance accordingly, but the Executive Director is not required to deny benefits for expenditures already approved and incurred prior to the decision to leave. Reimbursements from this account shall be reported to the employee and the IRS on W-2s as income. The following expenses may be reimbursed:~~

~~A. Premium costs for Life Insurance and Accidental Death and Dismemberment Insurance coverage above $2,000 for employee's spouse or dependents, subject to the same conditions as specified in Section 3.17.11(C).~~

~~B. Expenses for membership dues of job-related civic, fraternal, service, and cultural organizations of significant importance to the Housing Authority and approved by the Executive Director.~~

~~C. Expenses for tools and technology deemed by the Executive Director to be job-related.~~

~~D. Expenses for participation in wellness/fitness programs.~~

~~E. Expenses for public mass transportation to and from work limited to one round trip per workday.~~

~~F. Payment of job-related professional organization membership dues. Job-related organizations shall be defined as subsidized housing industry organizations and other professional organizations.~~

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~~G. Payment for job-related publications shall be defined as subsidized housing industry publications.~~

3.17.10~~9~~ **Taxable Fringe Benefit Program**:
Employees are eligible to submit certain qualifying expenditures for reimbursement on a taxable basis. The details regarding the types of expenditures that qualify for taxable reimbursements and benefit amounts are contained in the Taxable Fringe Benefit plan document.

3.17.11~~0~~ **Non-Taxable Fringe Benefit Program**:
Employees are eligible to submit certain qualifying expenditures for reimbursement on a non-taxable basis. The details regarding the types of expenditures that qualify for non-taxable reimbursements and benefit amounts are contained in the Non-Taxable Fringe Benefit plan document.

3.17.12~~1~~
FLSA Exempt Less Than Full-Day Leave Usage:
~~**3.17.13**~~ All management classes determined to be exempt from overtime provisions of the Fair Labor Standards Act shall be required to charge the appropriate leave category for absences of less than one day except that, once the appropriate leave category is exhausted, employees shall not have salary reduced by being placed on leave without pay because of less-than-full-day absence.

~~**3.17.14** Each employee shall receive Long Term Disability Insurance coverage from a provider selected by and paid for by the Housing Authority. This program is subject to, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.~~

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HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 8, 2017

Subject:	Phase II of MOU with Alameda County Workforce Development Board
Exhibits Attached:	Attachment A: Memorandum of Understanding (MOU)
Recommendation:	Approve Phase II of the MOU and authorize the Executive Director to execute it on behalf of HACA
Financial Statement:	None

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) of 2014 was signed into law by President Obama in July 2014. The WIOA consolidated job training programs under the Workforce Investment Act of 1998 into a single funding stream. It also amended or reauthorized other related employment and adult education programs. The various job programs were authorized for six years with a requirement that they record and report on how many people get new jobs through their participation in the programs.

HACA's Family Self-Sufficiency (FSS) program has partnered with the former Alameda County Workforce Investment Board (WIB) for years, regularly referring our FSS participants for employment, training and education services. Staff now wishes to transition to involvement with the WIOA successor to the WIB, the Alameda County Workforce Development Board (ACWDB), and has joined several meetings of the parties to the new Board to create a Memorandum of Understanding (MOU).

DISCUSSION AND ANALYSIS

The ACWDB operates four One-Stop/America's Job Centers of California (One-Stop/AJCC). The purpose of the One-Stop/AJCC is "to advance the economic vitality of the Alameda County Local Workforce Area by developing a high quality workforce that is responsive to the local economic conditions."

HACA's FSS team will continue to provide referrals to the One-Stop/AJCC and we will begin advertising the One-Stop/AJCC in our lobby. Through better communication, referrals will be given for a specific contact at the One-Stop/AJCC to provide a "warm hand-off" to make sure that a HACA referral connects with the correct resource. This creates a better customer service experience, leading to better results for our FSS clients who will use the One-Stop/AJCC.

The MOU defines the working relationships and partnership responsibilities among agencies in Alameda County that are involved in job training, development and education. The partner agencies are: Alameda County Board of Supervisors, ACWDB, Alameda County Adult School Consortiums, Alameda County Social Services Agency, United Indian Nations, Oakland/Alameda County Community Action Agency, California Department of Rehabilitation, the Employment Development Department and HACA. The WIOA designates these types of agencies as 'mandated agencies' and requires that they execute an MOU.

The MOU will be signed in three phases. The first phase was the planning guide—to define and reinforce coordinated working relationships between partner agencies in accordance with the requirements of WIOA. The Executive Director signed the phase one MOU in June 2016 as it essentially represented a planning document without any firm commitments.

This second phase MOU describes the resource sharing agreement. The agreement does not have a binding financial commitment and HACA anticipates providing its contribution on an in-kind basis. In addition, the structure of the MOU allows HACA to 'count' towards its contribution the annual FSS funding that we receive from HUD. The phase II MOU is effective July 1, 2017 through June 30, 2019.

Phase III of the MOU will describe the referral process that will be developed and agreed upon by the partners involved.

SUMMARY and RECOMMENDATION

HACA values its partnership with the One-Stop/AJCC in serving our FSS participants. The center provides necessary services for our participants that are working hard to improve their lives. Staff recommends that your Commission approve Phase II of the MOU and authorize the Executive Director to sign it on behalf of HACA, as well as grant approval for her to sign future MOUs with ACWDB.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 8, 2017

Subject:	Section 8 Administrative Plan Policy Revisions
Exhibits Attached:	Attachment B: Redline Summary of Policy Revisions
Recommendation:	Approve Proposed Policy Revisions
Financial Statement:	None

BACKGROUND

HACA's Section 8 Housing Choice Voucher (HCV) Program Administrative Plan (Admin Plan) sets forth HACA's policies for administering the Section 8 Program in a manner consistent with HUD requirements and HACA's Agency Plan—its policies, programs, operations, and strategies for meeting local housing needs and goals. HACA's Admin Plan is available for public review.

From time to time it becomes necessary to amend the Admin Plan in order to incorporate new or changed HUD regulations, new or revised HACA practices or program initiatives, or to make clarifications or corrections. Amendments that change HACA policy are brought to your Housing Commission for approval. Today, a new Chapter 18, *Project Based Vouchers (PBV) Under the Rental Assistance Demonstration (RAD) Program*, which addresses last year's conversion of the Mission View and Emery Glen public housing developments to RAD, is being submitted for your approval.

DISCUSSION and ANALYSIS

The new Chapter 18 is based on the recent release of the chapter by Nan McKay and Associates, HACA's Administrative Plan update service. It both adds new relevant PBV RAD guidance and conforms that guidance to that contained in HACA Administrative Plan Chapter 4, Applications, and Chapter 17, PBV. HACA has largely adopted the Nan McKay copy verbatim except as necessary to conform the content to existing HACA practice.

The key parts of the Chapter are:

- Part I: General Requirements. This part describes general provisions of the PBV program, including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.
- Part II: PBV Project Selection. This part describes the cap on assistance at projects receiving PBV assistance, ownership and control, and site selection standards.

- Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.
- Part IV: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution and term of the HAP contract.
- Part V: Selection of PBV Program Participants. This part describes the requirements and policies governing how HACA and the owner will select a family to receive PBV assistance.
- Part VI: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits RAD PBV assistance to 50 percent of the units in any project) are also discussed.
- Part VII: Determining Contract Rent. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract.
- Part VIII: Payments to Owner. This part describes the types of payments owners may receive under this program.

Staff recommends that your Commission approve the revisions to the Admin Plan. Once approved, staff training will be conducted and the revised Plan will be implemented.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 8, 2017

Subject:	Scholarship Committee Appointments
Exhibits Attached:	None
Recommendation:	Appoint Committee Members

DISCUSSION

Each year, the HACA Scholarship Program provides an opportunity for residents of HACA's former public housing units and participants of the Family Self-Sufficiency (FSS) program to apply for a scholarship that can be used to pay for eligible expenses related to their education. Scholarships, not to exceed $12,750 in total, are awarded each year by the Scholarship Committee.

Your Commission needs to appoint a Scholarship Committee for 2017 to work with staff on reviewing this year's scholarship applications and making award recommendations to the Commission for final approval. The Scholarship Committee usually has one meeting via telephone, although there is quite a lot of reading involved as the Committee reviews all applications that are submitted.

Commissioners Buckholz, Hannon, Gacoscos and former Commissioner Asher comprised the Committee last year. With the exception of former Commissioner Asher, these Commissioners can be appointed to this year's Committee, if they wish to serve again, or your Commission may appoint new members.

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: March 8, 2017

Subject: Procurement Award Information

Exhibits Attached: None

Financial Statement: $12,120

BACKGROUND

The information below is provided in accordance with the Housing Authority's Procurement Policy, which requires that procurement actions valued between $25,000 and $150,000 be brought to your Housing Commission as information and those procurement actions over $150,000 be brought to your Housing Commission for award.

DISCUSSION AND ANALYSIS

On October 5, 2016, staff issued a Request for Quotations (RFQ) to provide management equity survey services. Although HACA's management compensation plan requires this survey to be done every three years, the survey was last done in 2009 due to budgetary considerations.

The scope of work called for a thorough review of current HACA management positions and the specifics of each classification. The designated agencies and jurisdictions used by HACA as comparatives were included in the RFQ for review and as benchmarks for comparison.

After reviewing all quotations received, Koff and Associates of Berkeley, CA was selected. The cost for their work is $12,120, which is included in the budget. After checking references, tax identification information, legal name, ability to receive government contracts and required insurance, a contract was executed.

It will take approximately 12 weeks to conduct the survey, including personal interviews and the compilation of all information. A final report will include the analysis of base compensation, fringe benefits and suggestions for salary range adjustments, if any. The results of the survey will be brought to your Commission for action if Koff and Associates has recommendations for changes/adjustments.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 8, 2017

Subject:	Quarterly Investment Portfolio Report
Exhibits Attached:	Investment Portfolio Report for Quarter ended December 31, 2016
Recommendation:	Receive Report
Financial Statement:	$10,236,556 invested at an Average Monthly Yield ranging from 0.31% to 0.55% (excluding FSS Escrow Participant Accounts)

BACKGROUND

Public agencies are required to file an investment policy with their governing boards and to provide quarterly financial reports on the status of the agency's investments and to certify to their compliance with the approved investment policy.

DISCUSSION AND ANALYSIS

The investment portfolio report that is attached reflects the investments at the quarter ending December 31, 2016 for each program that HACA administers. $4.16M, or 40% of the total portfolio, is invested in Union Bank commercial paper, $2.33M, or 23%, in various issuers' certificates of deposit (CD) and $3.74M, or 37%, in the State of California Local Agency Investment Fund (LAIF).

The Housing Choice Voucher program had no funds invested at the end of the reported quarter. The re-establishment of HUD-held program reserves and the very small, if any, balance of Unrestricted Net Position (UNP) on hand has caused declining amounts available for investment and/or the duration to maturity to be shorter.

The Housing Development Fund has a total investment of $3.7M, which is 37% of the total investment portfolio and entirely in LAIF.

PACH has a total investment of about $5.3M, which is 52% of the total investment portfolio. Funds from the RAD conversion were used to establish the HUD-required replacement reserve in the amount of $2.3M and are invested in laddered long-term CDs (2-5 years).

Ocean Avenue and Park Terrace investments are 1% and 10% of the total investment, respectively.

The FSS Participant Escrow Accounts are maintained in a savings account, in accordance with HUD regulations, at Union Bank.

Housing Authority of Alameda County
Investment Portfolio
For the Quarter ended December 31, 2016

PROGRAM NAME	TYPE OF ACCOUNT	AMOUNT	INTEREST RATE	MATURITY DATE
PACH	Union Bank N.A. Commercial Paper	$ 2,998,681.39	0.34024%	3/23/17
PACH - RAD	Certificate of Deposits (various issuers)	$ 2,330,000.00	various	2-5 years
Ocean Avenue	Union Bank N.A. Commercial Paper	$ 164,879.23	0.31022%	3/1/17
Park Terrace	Union Bank N.A. Commercial Paper	$ 999,268.06	0.31022%	3/1/17
	Sub-total	$ 6,492,828.68		
Housing Dev Fund	State of CA - Local Agency Investment Fund	$ 3,743,726.88	0.55000%	N/A
TOTAL		**$ 10,236,555.56**		

The above investment portfolio is in compliance with the policy approved by the Housing Commission.

Christine Gouig
Executive Director

3-2-17
Date

BUDGET STATUS REPORT

Housing Authority of Alameda County
HOUSING CHOICE VOUCHER
Administrative Budget Status Report FYE June 30, 2017
January 2017

FY 2017 - HCV OPERATING BUDGET	Budgeted @ 1/31/2017	Actual @ 1/31/2017	OVER (UNDER)	PROJECTED TO 6/30/17	SCH. NO.	2016 BUDGET	2017 BUDGET	DIFFERENCE
INCOME								
Investment Income	292	0	(292)	0	A1	735	**500**	(235)
Misc. Income	190,167	231,532	41,366	363,912	A1	323,698	**326,000**	2,302
Administrative Fee Income	4,069,470	4,091,106	21,636	6,958,578	A	6,447,189	**6,976,234**	529,045
TOTAL INCOME	4,259,929	4,322,638	62,709	7,322,491		6,771,622	**7,302,735**	531,113
EXPENSES								
Administration								
Salaries	(2,397,928)	(2,185,332)	212,596	(3,887,909)	B-1& 2	(3,794,397)	**(4,110,734)**	(316,337)
Other Admin.	(912,192)	(821,948)	90,244	(1,544,063)	C-1&2	(1,538,303)	**(1,563,758)**	(25,455)
Total	(3,310,120)	(3,007,280)	302,840	(5,431,972)		(5,332,700)	**(5,674,492)**	(341,791)
General								
Insurance	(132,084)	(130,682)	1,402	(224,026)	E	(203,970)	**(226,429)**	(22,459)
Employee Benefits	(1,306,871)	(1,221,376)	85,495	(2,290,350)		(2,124,862)	**(2,240,350)**	(115,488)
Miscellaneous	0	0	0	0		0	**0**	0
Total	(1,438,955)	(1,352,057)	86,897	(2,514,376)		(2,328,832)	**(2,466,779)**	(137,947)
Total Routine Expenses	(4,749,075)	(4,359,338)	389,737	(7,946,348)		(7,661,532)	**(8,141,271)**	(479,739)
Capital Expenditures	0	0	0	0	D2	0	**0**	0
TOTAL EXPENSES	(4,749,075)	(4,359,338)	389,737	(7,946,348)		(7,661,532)	**(8,141,271)**	(479,739)
NET INCOME (DEFICIT)	(489,146)	(36,700)	452,446	(623,857)		(889,910)	**(838,536)**	51,374

Unrestricted Net Position @ 6/30/16 (Unaudited)	$ (5,223,545)
Projected Income (Deficit) @ 6/30/17	(623,857)
Projected Unrestricted Net Position @ 6/30/17	$ (5,847,402)

PROGRAM ACTIVITY REPORT

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 8, 2017

Subject:	Programs Activity Report
Exhibits Attached:	Section 8 and Housing Assistance Payments (HAP) Report; Section 8 Average Contract Rent Report; Fraud Payments Report; Landlord Rental Listing Report; FSS Program Monthly Report
Recommendation:	Receive Report
Financial Statement:	None

SECTION 8 HOUSING CHOICE VOUCHERS

- **Lease-Up:** As of March 1, 2017, the Section 8 Housing Choice Voucher program had 6,221 units under contract. The fiscal year-to-date lease-up average is 97.5% units as of March 1, 2017. The budget authority use average through January 2017 is 106%.

- **Program Utilization:** As of March 1, 2017, the average HAP subsidy was $1,294 and the average tenant-paid rent portion was $469 for an average Contract Rent of $1,761. Amounts vary by $1 due to rounding.

  - ❖ As of March 1, 2017, HACA had 90 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
  - ❖ As of March 1, 2017, HACA billed other housing authorities for 138 incoming portability contracts.
  - ❖ 226 of PACH's 230 project-based voucher (PBV) units are leased. These are HACA's former public housing units converted under HUD's Section 18 or Rental Assistance Demonstration programs and transferred to PACH, HACA's instrumentality.

- **Section 8 Contract Report:** A copy of the Contract Report is attached.

- **Fraud / Debt Recovery:** HACA retained $7,569.73 for the month of February. A total of $79,796.10 was retained over this fiscal year.

- **Landlord Rental Listings:** As of March 1, 2017, there were 775 landlords with properties in HACA's jurisdiction utilizing the *GoSection8* rental listing service. There were three new landlords added to the Section 8 program in February. There were 26 active properties listed as of March 1, 2017.

FAMILY SELF SUFFICIENCY (FSS)

The FSS Department audited 169 participant files in preparation for their annual report to HUD. Some highlights of the services, activities and outcomes include:

- 31 participants received employment counseling/preparation
- 15 persons furthered their education by obtaining their GED, high school diploma, Bachelor's degree or Master's degree
- 39 persons earned promotions or secured a new job
- 31 households increased their earned income
- 2 FSS alumni purchased a home without HCV Homeownership assistance
- 14 participants successfully graduated the FSS program with $137,039 in escrow accounts disbursed to FSS graduates

Danielle Roundtree is the FSS Department's newest Coordinator. Danielle currently serves on the city of Oakland's Mayor's Commission on People with Disabilities and previously worked at Independent Living Resources.

The FSS Department held an orientation in February with 18 Housing Choice Voucher participants in attendance. The FSS Department's next orientation will be held on March 7, with quarterly orientations throughout the year in order to promote participation.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Contract and HAP Report for the Month of: February 2017

	Certificates		Vouchers		February 2017 TOTAL			
City	Number	HAP*	Number	HAP**	**Number**	**HAP**	**February 2016**	**February 2015**
Albany	0	$0	23	$31,349	**23**	**$31,349**	27	28
Castro Valley	11	$13,083	193	$263,059	**204**	**$276,142**	208	219
Dublin	3	$3,568	347	$472,961	**350**	**$476,529**	356	351
Emeryville	5	$5,947	151	$205,813	**156**	**$211,760**	126	120
Fremont	21	$24,976	1,043	$1,421,609	**1,064**	**$1,446,585**	1,075	1,162
Hayward	88	$104,661	1,893	$2,580,159	**1,981**	**$2,684,820**	2,038	2,234
Newark	6	$7,136	203	$276,689	**209**	**$283,825**	224	241
Pleasanton	3	$3,568	111	$151,293	**114**	**$154,861**	113	119
San Leandro	16	$19,029	1,390	$1,894,570	**1,406**	**$1,913,599**	1,469	1,525
San Lorenzo	2	$2,379	202	$275,326	**204**	**$277,705**	200	217
Union City	3	$3,568	751	$1,023,613	**754**	**$1,027,181**	730	776
TOTALS	158	$187,915.00	6,307	$8,596,441.00	**6,465**	**$8,784,356.00**	6,566	6,992

**Based on an average February Housing Assistance Payment (HAP) of $1189 per certificate contract.*

***Based on an average February Housing Assistance Payment (HAP) of $1363 per voucher contract.*

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Average Contract Rent Report for the Month of February 2016

City	Number of HAP Contracts	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	24	$1,535	$1,272	$263	17%
Castro Valley	178	$1,746	$1,313	$433	25%
Dublin	270	$1,923	$1,486	$437	23%
Emeryville	114	$1,563	$1,130	$433	28%
Fremont	986	$1,957	$1,479	$478	24%
Hayward	1,845	$1,732	$1,286	$446	26%
Newark	203	$2,215	$1,625	$590	27%
Pleasanton	109	$1,624	$1,206	$418	26%
San Leandro	1,397	$1,737	$1,260	$476	27%
San Lorenzo	196	$2,042	$1,543	$499	24%
Union City	527	$2,104	$1,582	$522	25%

*Some rents may vary by $1 due to rounding

DEBT COLLECTIONS

2016-2017

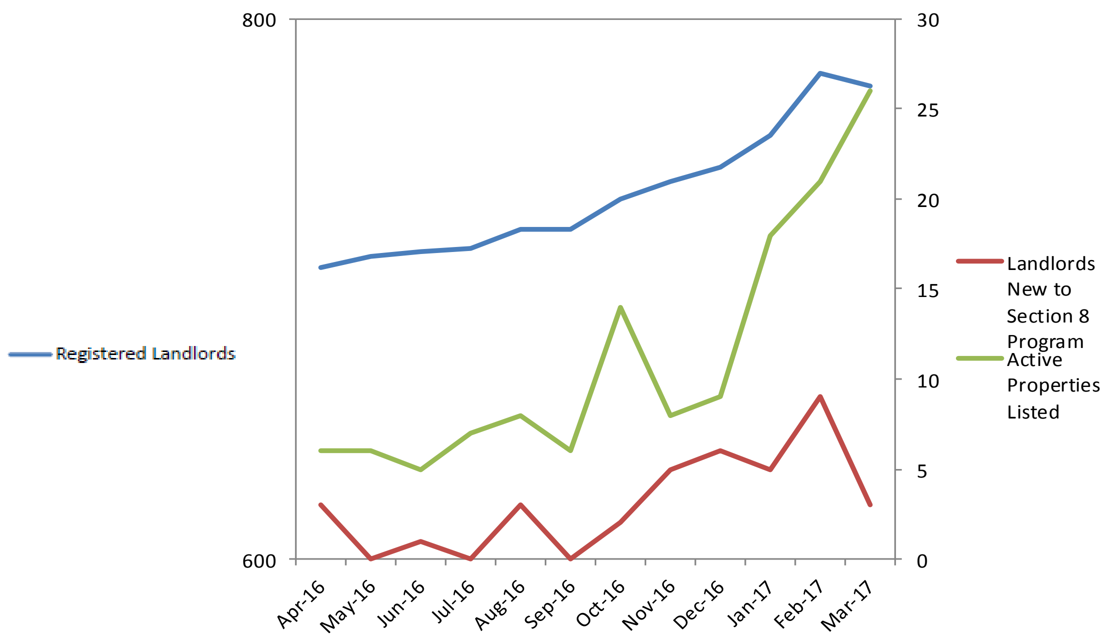
FYE 06/30/17

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY '17	FEBRUARY	MARCH	APRIL	MAY	JUNE	GRAND TOTALS
DAMAGE CLAIMS	$0.00	$408.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00					**$408.00**
FRAUD REPAYMENTS	$3,786.89	$10,046.44	$11,177.70	$15,073.00	$10,643.05	$9,952.98	$11,546.31	$7,569.73					**$79,796.10**
TOTALS	**$3,786.89**	**$10,454.44**	**$11,177.70**	**$15,073.00**	**$10,643.05**	**$9,952.98**	**$11,546.31**	**$7,569.73**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$80,204.10**

Landlord Rental Listing Report

Monthly

	4/1/2016	5/2/2016	6/1/2016	7/5/2016	8/1/2016	9/1/2016	10/3/2016	11/1/2016	12/1/2016	1/3/2017	2/1/2017	3/1/2017
Registered Landlords	708	712	714	715	722	722	733	740	745	757	780	775
Landlords New to Section 8 Program	3	0	1	0	3	0	2	5	6	5	9	3
Active Properties Listed	6	6	5	7	8	6	14	8	9	18	21	26



To: Christine Gouig, Executive Director

From: Daniel Taylor, Special Programs Manager

Re: **FSS Program Summary**

CC: Ron Dion, Linda Evans, Phyllis Harrison, Mary Sturges

Date: January 30, 2017

Program Summary	**January 2017**
Total Clients Under Contract:	154
MDRC:	100
Graduates:	1
Escrow Disbursed:	$0
Ports In:	0
Ports Out:	0
Terminations:	1
New Contracts:	3

FSS PROGRAM NEWS:

The FSS team audited 169 participant files in preparation for our annual report to HUD. Listed below are some program highlights of services / activities and outcomes for 2016:

- 14 participants successfully graduated the FSS program
- $137,039 in escrow accounts were disbursed to FSS graduates
- 2 FSS alumni purchased a home without HCV Homeownership assistance
- 31 households increased their earned income
- 39 persons earned promotions or secured a new job
- 31 participants received employment counseling / preparation
- 1 person obtained a Master’s degree
- 4 persons obtained a BA degree
- 3 persons obtained an AA degree
- 7 persons obtained their GED / High School diploma

Case Management Referrals = 11
Job Lead Referrals = 85

To: Christine Gouig, Executive Director

From: Daniel Taylor, Special Programs Manager

Re: **FSS Program Summary**

CC: Ron Dion, Linda Evans, Phyllis Harrison, Mary Sturges, Danielle Roundtree

Date: February 27, 2017

Program Summary	February 2017
Total Clients Under Contract:	160
MDRC:	100
Graduates:	0
Escrow Disbursed:	$0
Ports In:	0
Ports Out:	0
Terminations:	2
New Contracts:	4

FSS PROGRAM NEWS:

New FSS Coordinator

The FSS team is excited to have Danielle Roundtree as our new FSS Coordinator. Danielle joined the team at the end of January. She previously worked at Independent Living Resources in Contra Costa County and currently serves on the City of Oakland Mayor's Commission on People with Disabilities.

FSS Orientations

The FSS team conducted an orientation on Thursday, February 23, 2017. Eighteen Housing Choice Voucher participants attended the briefing. Our next orientation will be held on March 7, 2017. The FSS team will conduct quarterly orientations throughout the year in order to generate more participation in the FSS program.

Case Management Referrals = 15
Job Lead Referrals = 60

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD AND THE WORKFORCE INNOVATION AND OPPORTUNITY ACT MANDATED ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA (AJCC) PARTNERS

PHASE II

July 1, 2017 – June 30, 2019

Memorandum of Understanding between The Alameda County Workforce Development Board and the Workforce Innovation and Opportunity Act Mandated Partners

PHASE II

I. Purpose of Memorandum of Understanding (MOU) Phase II

The purpose of this MOU Phase II is to:

A. Describe the resource sharing agreement between the Comprehensive One-Stop/America's Job Centers California with each mandated partner agency; and to confirm the agreement in Phase I, Section VIII.A of this MOU, that such a resource sharing agreement does not constitute a binding financial commitment, but rather an intention to commit specific resources as the parties' allocations and budgets are known from year to year.

B. Describe the cost allocation plan based on known current costs of operating the Comprehensive One-Stop/AJCC, as referenced in Phase I, Section VIII.B of this MOU.

II. Process and Development of MOU Phase II

A. The period of time this agreement is effective as of July 1, 2017 through June 30, 2019.

B. Considering the structure of our Local Area, partners' budget development involved only a single Comprehensive One-Stop/AJCC MOU. The participants involved in the Comprehensive Center's infrastructure and other system costs include:

1. Alameda County Board of Supervisors as the Chief Local Elected Official body for Workforce Innovation and Opportunity Act (WIOA)
2. Alameda County Workforce Development Board (ACWDB)
3. AJCC Partners participating in the Infrastructure Funding Agreement (IFA):
    a) Alameda County Social Services Agency's Workforce and Benefits Administration for Temporary Assistance for Needy Families (TANF)/CalWORKs

b) Alameda County Social Services Agency's Adult & Aging Services for Title V Older Americans Act
c) ACWDB for WIOA
d) California State Department of Rehabilitation Title IV Programs

4. AJCC Partners participating in the Shared Other System Costs Agreement:
   a) Employment Development Department (EDD)
   b) Alameda County Adult School Consortia (AEBG)
   c) Housing Authority of the County of Alameda (HUD)
   d) Oakland/Alameda County Community Action Program (CSBG)
   e) United Indian Nations

C. Process for Resource Sharing Agreement Consensus

The mandated partner agencies met on October 19, 2017, November 17, 2016, and January 18, 2017. During those meetings the partners discussed the requirements for participating in either the Comprehensive One-Stop/AJCC infrastructure, and/or the overall system costs. The partners that are not co-located agreed to obtain required information from their consortia partners and/or agencies in order to describe the other system costs required by the MOU.

Phase I of this MOU Section VIII.B identified staff time and operational costs as the basis for cost sharing. For purposes of calculating infrastructure costs, costs are defined as workspace designated to co-located staff for full-time use within the center. The partners informed their organizations' and/or consortia members of the costs that will be the basis for negotiating resource sharing, as well as the level required from each. This support may be in the form of cash, in-kind service or other means in future years.

The co-located partners reviewed the current costs for maintaining the Comprehensive One-Stop/AJCC. The funding stream break out for the current co-located partners is:

- 19.048% State Department of Rehabilitation Title IV programs
- 38.095% TANF/CalWORKs
- 38.095% WIOA
- 4.762% Title V Older Americans Act

D. Dispute Resolution

The Comprehensive One-Stop/AJCC partners agree to communicate openly and directly to resolve any problems or disputes related to negotiating cost allocations and the fair and equitable contribution to the costs of maintaining a Comprehensive One-Stop/AJCC in the community. The partners agree to work in a cooperative manner and to resolve any disputes at the lowest level of intervention possible. If disputes cannot be resolved at the Comprehensive One-Stop/AJCC level, the issue will be brought to the attention of the ACWDB Program Liaison who will attempt to mediate. Issues will be brought to the appropriate principals of the mandated partners as a last resort.

E. Modification to the Resource Sharing Agreements

The ACWDB staff will review the infrastructure costs annually. The basis for determining overall costs will be the space and operating costs assigned in the overall Alameda County Social Services Agency budget. In addition, actual costs for contracts, equipment, and/or other items or services benefiting the workforce system will be included. A progress report will be made available to the mandated partners based on second quarter expenses recorded annually. The fiscal information available by the end of the third quarter of every fiscal year will be the basis for proposed modifications, and will be taken to the mandated partners for negotiation of each partner's fair and equitable share of costs. Modifications to the allocations will be implemented in the following fiscal year.

F. Assurances

The signatories to this MOU Phase II agree to contribute their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. The level of support must be reasonable, necessary, allowable, and allocable according to WIOA and the partner funding source. Costs will be negotiated based on the data provided by the State, regulations and directives issued by the partner funding source, and locally agreed upon methodology for cost allocation, and agreed upon definitions of benefit.

III. <u>Sharing Infrastructure Costs</u>

A. Budget Option and Partners

Considering the structure of our Local Area, partners' budget development involved only a single Comprehensive One-Stop/AJCC MOU. Therefore, the ACWDB has procured only one Comprehensive AJCC during the period of this agreement located at:

Eden Area One Stop Career Center
24100 Amador Street, 3rd Floor
Hayward, CA 94545

B. Co-located partners at this AJCC are;
- TANF/CalWORKs
- Older American Act Title V
- Department of Rehabilitation Title IV
- WIOA

C. Infrastructure Budget (see attachment)

D. Cost Allocation Methodology

The basis for allocating costs to the co-located partners is staff time and operating costs, as agreed to in Phase I of the MOU. The infrastructure costs associated with staff time were calculated on the cost per square foot for the Eden Area Multi-Service Center where the Comprehensive One-Stop/AJCC, as well as the communications charges and direct costs associated with Eastbay WORKs. This is a leased building which includes utilities and maintenance. In addition, operating costs specific to the Comprehensive One-Stop/AJCC were added.

The percent of the total infrastructure costs assigned to each co-located partner is based on that partner's Full Time Equivalent workstation. The partner percentage of total workstations is applied to the area that is common to all as well as to operating costs, in order to derive a dollar value for required contributions by each partner. Some space costs are not allocable to all co-located partners, and are therefore assigned proportionately to the partners that use that space. The percentages and usage will be reviewed annually and revised as needed.

Non-colocated partners will negotiate their resource sharing requirement. However, this requirement may be met by making contributions to the entire workforce system, and not limited to the Comprehensive One-Stop/AJCC. Each partner will negotiate their proportionate share based on benefit received, and may meet their requirement through cash, non-cash, or third party in-kind contributions.

E. Third-party In-Kind Contributions to Support the AJCC (See Attachment D).

The computer equipment as well as standard office machines such as printers and fax machines are included as third party in-kind contributions to the infrastructure. This is legacy equipment purchased in past years with Workforce Investment Act funds. Future budgets will need to include replacement costs using current funding.

F. Initial Proportionate Share Allocated to Each Co-Located Partner (See Attachment D).

G. Signature Pages: Co-located Partners Sharing AJCC Infrastructure Costs (See Addendum A).

H. Signature pages: Non-Colocated Partners sharing AJCC Infrastructure Costs When Benefits data is Available (See Addendum B).

IV. Sharing Other System Costs

A. AJCC Partners Sharing Other One-Stop System Costs are:

Co-located

- Title I Adult, Dislocated Worker
- Title IV Vocational Rehabilitation
- TANF/CalWORKS
- Title V Older Americans Act

Non-colocated

- Title I Youth
- Title II Adult Education and Literacy
- Title III Wagner-Peyser
- Carl Perkins career Technical Education
- Native American Programs
- Veteran Programs
- Trade Adjustment Assistance Act
- Community Service Block Grant
- Housing and Urban Development

B. Career Services Applicable to Each AJCC Partner (See Attachment E)

C. Required Consolidated Budget for Delivery of Applicable Career Services (See Attachment F)

V. Attachments

A. Addendum A: (A1-A3) Co-Located Partner Signature Pages
B. Addendum B: (B1-B8) Non-CoLocated Partner Signature Pages
C. Infrastructure budget
D. Both Third Party In-kind Contribution to Support AJCC and Initial Proportionate Share for Co-Located Partners
E. Applicable Career Services
F. Consolidated Budget for Other System Costs:
F1- Basic Career Services System Costs
F2- Individualized Career Services System Costs

Signatures:

_________________________ ____________
Wilma Chan, President Date
Alameda County Board of Supervisors

_________________________ ____________
Dan Walters, Chair Date
Alameda County Workforce Development Board

MOU PHASE II ADDENDUM A-1

AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA MANDATED PARTNER

ALAMEDA COUNTY SOCIAL SERVICES AGENCY WORKFORCE and BENEFITS ADMINISTRATION DEPARTMENT

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated Partner contact information:

1. **Mandated Partner:**	Alameda County Social Services Agency, Workforce and Benefits Administration
2. **Mandated Partner Contact Person:**	Andrea Ford, Assistant Agency Director
3. **Mandated Partner Address:**	24100 Amador St., 6th Floor., Hayward, CA 94544
4. **Phone Number:**	(510) 259-3838
5. **E-mail Address:**	AAFord@acgov.org

Mandated Partner Federal Funding Stream for WIOA Partnership:

TANF
CalWORKs

Signature:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

Andrea Ford, Assistant Agency Director Alameda County Social Services Agency Workforce and Benefits Administration	Date

MOU PHASE II ADDENDUM A-2

AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA MANDATED PARTNER

STATE DEPARTMENT OF REHABILITATION

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:** California State Department of Rehabilitation
2. **Mandated Partner Contact Person:** Brian Salem, Staff Services Manager I
3. **Mandated Partner Address:** 1515 Clay Street #119 Oakland, CA 94612
4. **Phone Number:** (510) 622-2776
5. **E-mail address:** BSalem@dor.ca.gov

Mandated Partner Federal Funding Stream for WIOA Partnership:

WIOA Title IV Vocational Rehabilitation

Signature:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

______________________________ ______________

Carol Asch, Staff Services Manager II — Date
California State Department of Rehabilitation

MOU PHASE II ADDENDUM A-3

AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA MANDATED PARTNER

ALAMEDA COUNTY SOCIAL SERVICES AGENCY DEPARTMENT OF ADULT AND AGING SERVICES, AREA AGENCY ON AGING

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:** Alameda County Social Services Agency, Department of Adult and Aging Services, Area Agency on Aging
2. **Mandated Partner Contact Person:** Randy Morris, Director
3. **Mandated Partner Address:** 6955 Foothill Boulevard, Suite 300, Oakland, CA 94605-2409
4. **Phone Number:** (510) 577-1968
5. **E-mail address:** MORRIR@acgov.org

Mandated Partner Federal Funding Stream for WIOA Partnership:

Title V Older Workers Program

Signature:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

_______________________________ _______________

Randy Morris, Director — Date
Alameda County Social Services Agency
Department of Adult and Aging Services, Area Agency on Aging

MOU PHASE II ADDENDUM B-1

AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA MANDATED PARTNER

MID-ALAMEDA COUNTY ADULT SCHOOL CONSORTIUM

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:** Castro Valley Adult School & Career Education
2. **Mandated Partner Contact Person:** Susan Passeggi, Director
3. **Mandated Partner Address:** 4430 Alma Ave., Castro Valley, CA 94546
4. **Phone Number:** (510) 886-1000
5. **E-mail address:** spasseggi@cv.k12.ca.us

Mandated Partner Federal Funding Stream for WIOA Partnership:

WIOA Title II Adult Education & Literacy
Carl Perkins Career Technical Education

Signature:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

Susan Passeggi, Director Adult Education Consortium Lead Castro Valley Adult School & Career Education	Date

MOU PHASE II ADDENDUM B-2

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA
MANDATED PARTNER**

SOUTHERN ALAMEDA COUNTY ADULT SCHOOL CONSORTIUM

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development board and the mandated partner base on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:**	New Haven Adult School
2. **Mandated Partner Contact Person:**	Jessica Wilder, Principal of Adult Education
3. **Mandated Partner Address:**	600 G Street, Union City, CA 94587
4. **Phone Number:**	(510) 489-2185 x. 205
5. **E-mail address and web site:**	jwilder@nhusd.k12.ca.us

Mandated Partner Federal Funding Stream for WIOA Partnership:

WIOA Title II Adult Education & Literacy
Carl Perkins Career Technical Education

Signature:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

Jessica Wilder, Principal of Adult Education Adult Education Consortium Lead New Haven Unified School District	Date

MOU PHASE II ADDENDUM B-3

AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA MANDATED PARTNER

UNITED INDIAN NATIONS

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:** United Indian Nations, Inc.
2. **Mandated Partner Contact Person:** Sally Gallegos, Executive Director
3. **Mandated Partner Address:** 1436 Clarke Street #B, San Leandro, CA 94577
4. **Phone Number:** (510) 352-4510
5. **E-mail address:** Sally@uininc.org

Mandated Partner Federal Funding Stream for WIA Partnership:

Indian and Native American funding under Section 166 of the Workforce Innovation and Opportunity Act (WIOA)

Signature:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

Sally Gallegos, Executive Director
United Indian Nations, Inc.

Date

MOU PHASE II ADDENDUM B-4

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA
MANDATED PARTNER**

NORTHERN ALAMEDA COUNTY ADULT SCHOOL CONSORTIUM

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:**	Piedmont Adult
2. **Mandated Partner Contact Person:**	Michael Brady, Director Adult and Alternative Education
3. **Mandated Partner Address:**	760 Magnolia Ave., Piedmont, CA 94611
4. **Phone Number:**	(510) 594-2717
5. **E-mail address and web site:**	mbrady@piedmont.k12.ca.us

Mandated Partner Federal Funding Stream for WIOA Partnership:

WIOA Title II Adult Education & Literacy
Carl Perkins Career Technical Education

Signature:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

______________________________ ______________

Michael Brady, Director Adult & Alternative Education — Date
Adult Education Consortium Lead
Adult & Alternative Education

MOU PHASE II ADDENDUM B-5

AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA
MANDATED PARTNER

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine. such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:** Housing Authority of the County of Alameda
2. **Mandated Partner Contact Person:** Christine Gouig, Executive Director
   Linda Evans, FSS Lead worker/Coordinator
3. **Mandated Partner Address:** 22941 Atherton St., Hayward, CA 94541
4. **Phone Number:** Christine Gouig (510) 727-8513
   Linda Evans (510) 727-8589
5. **E-mail address**: chrisg@haca.net
   lindae@haca.net

Mandated Partner Federal Funding Stream for WIOA Partnership:

Housing & Urban Development

Signature:

The authorized representative(s) of the partner listed below agrees upon the Memorandum of Understanding (MOU) for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

Christine Gouig, Executive Director
Housing Authority of the County of Alameda

Date

MOU PHASE II ADDENDUM B-6

AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA MANDATED PARTNER

EMPLOYMENT DEVELOPMENT DEPARTMENT

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:** Employment Development Department
2. **Mandated Partner Contact Person:** Rick Deraiche, Deputy Division Chief
3. **Mandated Partner Address:** 2045 40th Ave., Capitola, CA 95010
4. **Phone Number:** (831) 464-4370
5. **E-mail address:** Rick.deraiche@edd.ca.gov;

Mandated Partner Federal Funding Stream for WIOA Partnership:

NAFTA/TAA
Veterans Employment Program
Wagner/Peyser

Signatures:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

Rick Deraiche, Deputy Division Chief
Employment Development Department

Date

MOU PHASE II ADDENDUM B-7

AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA MANDATED PARTNER

EMPLOYMENT DEVELOPMENT DEPARTMENT

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:** Employment Development Department
2. **Mandated Partner Contact Person:** Tammy Johnson, Employment Development Administrator
3. **Mandated Partner Address:** 2045 40th Ave., Capitola, CA 95010
4. **Phone Number:** (510) 622-1589
5. **E-mail address:** Tammy.johnson@edd.ca.gov

Mandated Partner Federal Funding Stream for WIOA Partnership:

NAFTA/TAA
Veterans Employment Program
Unemployment Insurance

Signatures:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act commencing July 1, 2016.

______________________________ ______________

Tammy Johnson, Employment Development Administrator — Date
Employment Development Department

MOU PHASE II ADDENDUM B-8

AGREEMENT OF PARTNERSHIP BY THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ONE-STOP/AMERICA'S JOB CENTERS OF CALIFORNIA MANDATED PARTNER

OAKLAND/ALAMEDA COUNTY COMMUNITY ACTION AGENCY

In addition to the agreements identified in the main body of this Memorandum of Understanding (MOU), this addendum serves as assurance that the mandated partner will contribute their proportionate share of infrastructure costs for the Comprehensive One Stop Career Center once sufficient data are available to determine such costs. Costs will be negotiated between the Workforce Development Board and the mandated partner based on the following:

A. Data provided by the State for this purpose;
B. Regulations and Directives regarding this requirement issued by the partner's funding source;
C. Locally agreed upon methodology for allocating costs to determine proportionate benefit;
D. Locally agreed upon definition of benefit; and
E. Negotiated methods and timeframe for making the agreed upon contribution.

Mandated partner contact information:

1. **Mandated Partner:** Oakland/Alameda County Community Action Agency
2. **Mandated Partner Contact Person**: Estelle Clemons, Manager
3. **Mandated Partner Address:** 150 Frank H. Ogawa Plaza, Oakland, CA 94612
4. **Phone Number**: (510) 238-3597
5. **E-mail address:** eclemons@oaklandnet.com

Mandated Partner Federal Funding Stream for WIOA Partnership:

Community Services Block Grant

Signature:

The authorized representative(s) of the partner listed below agrees upon the MOU for the Alameda County Workforce Development Board and the One-Stop/America's Job Centers of California System under the Workforce Innovation and Opportunity Act, Phase II Resource Sharing Agreement commencing July 1, 2017.

Estelle Clemons, Manager
Oakland/Alameda County Community
Action Agency

Date

MOU Phase II Attachment C: Infrastructure Budget

Cost Category/Line Item	Line Item Cost Detail	Cost
Rental of Facilities		
	Net lease costs are $3.50 pr sq ft per month ($42 per year). Comprehensive Career Center sq ft is 8238.6 square feet ft	$ 346,021.20
	Rental Costs Subtotal:	**$ 346,021.20**
Utilities and Maintenance		
Electric	Included in lease	
Gas	Included in lease	
Water	Included in lease	
Sewer Connections	Included in lease	
High-Speed Internet	Internet firewall contracted through OPIC	$ 1,800
Telephones (landlines)	Phones for 22 workstations in Career Center	$ 20,705.88
Facility Maintenance	Included in lease	
	Utilities and Maintenance Costs Subtotal:	**$ 22,505.88**
Equipment		
Assessment Related products	N/A	
Assistive technology	Legacy equipment provided by third party	
Copiers	Legacy equipment provided by third party	
Fax Machines	Legacy equipment provided by third party	
Computers	Legacy equipment provided by third party	
Other (specify)	Legacy equipment provided by third party	
	Equipment Costs Subtotal:	$ -
Technology to Facilitate Access to the AJCC		
Technology for centers planning and outreach activities	EASTBAY Works contract to maintain 800 toll free phone number	$ 380
Center website	EASTBAY Works contract to maintain website www.eastbayworks.org	$ 1,938
	Technology to Facilitate Access Costs Subtotal	**$ 2,318**
Common Identifier Costs	Local option not selected	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY CO-LOCATED PARTNERS		
Cost Category		
Subtotal: Rental Costs		$ 346,021.20
Subtotal: Utilities and Maintenance Costs		$ 22,505.88
Subtotal: Equipment Costs		$ -
Subtotal: Technology to Facilitate Access Costs		$ 2,318
Subtotal: Common Indentifier Costs		
TOTAL INFRASTRUCTURE COSTS FOR COMPREHENSIVE AJCC		**$ 370,845.08**

Attachment D

Third Party In-Kind Infrastructure Contributions to Support the AJCC					
Cost Categories	**Total Cost**	**Contributor**	**Value**	**Balance to Allocate**	
Rent					
Utilities/Maintenance					
Equipment	$ 24,200	Rubicon	$ 24,200	$ -	
Equipment	$ 22,000	WIOA			
Access Technology			$ 22,000	$ -	
Common Identifier	$ -				
	$ 46,200		**$ 46,200**	$ -	
LEGEND					
Rubicon equipment is 22 computers owned and maintained by them for WIOA					
WIOA equipment is 20 computers purchased over several fiscal years					
All computers will need to be replaced in 2 - 5 years					

Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner	Shared Infrastructure Costs	Application of Methodology	Allocated Initial Share	Amount Cash	Amount In-Kind
WIOA	Dedicated workstations; 38.095% of common area	Infrastructure costs related to FTE workspace	$ 157,867.24		$ 157,867.24
TANF	Dedicated workstations; 38.095% of common area	Infrastructure costs related to FTE workspace	$ 147,472.24	$ 106,816.24	$ 40,656.00
Department of Rehabilitation	Dedicated workstations; 19.048% of common area	Infrastructure costs related to FTE workspace	$ 52,403.23	$ 52,403.23	
Title V SER	Dedicated workstations; 4.762% of common area	Infrastructure costs related to FTE workspace	$ 13,104.06	$ 13,104.06	

Attachment E

System Partners Included in Sharing Other System Costs											
	Non Co-Located Partners							Co-Located Partners			
Category	Employment Development Department	Mid Alameda County Adult Schools	North Alameda County Adult Schools	South Alameda County Adult Schools	Native American Programs	Community Services Block Grant	Housing and Urban Dev.	Title V Older Americans Act	Title IV Voc Rehab	TANF/Cal WORKS	WIOA
Basic Career Services											
Eligibility									X	X	X
Outreach/Intake/ Orientation		X			x		x		X	X	X
Financial Aid Information					x		x		X	X	X
Initial Assessment		X			x		X		X	X	X
Labor Exchange	x				x				X	X	X
Labor Market Info	x				x		x		X	X	X
Referrals to One Stop Partners	x	X	X	X	x		x		X	X	X
Performance and Cost Inf	x									X	X
Support Sve Information					x		x		X	X	X
UI Information	x				x					X	X
Individualized Career Services											
Comp Assessment		X	X	X	X			X	X	X	X
Ind Emp Plan (IEP)								X	X	X	X
Career Planning/Counseling		X	X	X	X	X	X	X	X	X	X
Short Term Pre- Voc		X	X	X	X				X	X	X
Internship/ Work Experience		X	X		X	X		X	X	X	X
Out-of-Area Job Search										X	X
Financial Literacy			X			X	X			X	X
English Language Acquisition (ELA)		X	X	X						X	X
Workforce Prep/CTE	X	X	X	X	X	X	X		X	X	X
Assist Device Disabilities									X		
Veterans Services	X										
HS Dipl/ Equivalency/Basic Skills		X	X	X							X
AB104 Program Areas		X	X	X							

Attachment F1

One Stop/AJCC Partners Sharing Other System Costs

	Non Co-located Partners							Co-located Partners				
Category	Employment Development Department	Mid Alameda County Adult Schools	North Alameda County Adult Schools	South Alameda County Adult Schools	Native American Programs	Community Services Block Grant	Housing and Urban Dev.	Title V Older Americans Act	Title IV Voc Rehab	TANF	WIOA	System Career Service Allocations
Basic Career Services												
Eligibility										$ 94,893.00		$ 94,893.00
Outreach/Intake/ Orientation		$ 246,365	$ 29,075	$ 120,000			x			$ 63,262.00		$ 458,702.00
Initial Assessment										$ 94,893.00		$ 94,893.00
Labor Exchange	x									$ 31,630.00		$ 31,630.00
Referrals to One Stop Partners	x						$ 276,000.00			$ 31,631.00		$ 307,631.00
Labor Market Info	x						x			$ 63,262.00		$ 63,262.00
Performance and Cost Inf	x									$ 63,262.00		$ 63,262.00
Support Sve Inf	x						x			$ 94,893.00		$ 94,893.00
UI Information	x									$ 31,630.00		$ 31,630.00
Financial Aid Inf		$ 31,349	x	x			x			$ 63,261.00		$ 94,610.00
Basic Career Service Subtotals	$ -	$ 277,714	$ 29,075	$ 120,000	N/A	0	$ 276,000	0	$ 1,952,069.20	$ 632,617.00	$ 1,332,647.12	$ 4,620,122.32

*System costs reflect Alameda County's Local Area and does not include the City of Oakland

Attachment F2

One Stop/AJCC Partners Sharing Other System Costs												
	Non Co-located Partners							Co-located Partners				
Category	Employment Development Department	Mid Alameda County Adult Schools	North Alameda County Adult Schools	South Alameda County Adult Schools	Native American Programs	Community Services Block Grant	Housing and Urban Dev.	Title V Older Americans Act	Title IV Voc Rehab	TANF	WIOA	System Career Service Allocations
Individualized Career Services												
Comp. Assessment		$ 389,379	$ 84,523	$ 97,000				X		$ 126,523.00		$ 697,425.00
Ind Emp Plan (IEP)								X		$ 177,133.00		
Career Planning/Counseling		$ 224,149	$ 10,041	$ 81,000		$ 40,000		X		$ 126,523.00		$ 481,713.00
Short Term Pre-Voc		$ 189,461	x	$ 24,000						$ 506,093.00		$ 719,554.00
Internship/ Work Exp		$ 83,000	x			$ 65,000		X		$ 632,617.00		$ 780,617.00
Out-of-area Job Search										$ 75,914.00		
Financial Literacy			x			$ 60,000	x			$ 75,914.00		$ 135,914.00
English Language Acquisition		$ 3,489,452	$ 668,435	$1,526,000						$ 632,617.00		$ 6,316,504.00
Workforce Prep/CTE	x	$ 856,196	$ 5,098	$ 105,000		$ 68,854				$ 177,133.00		$ 1,212,281.00
Assist Device Disabilities												
Veterans services	x											$ -
HS Dipl/ Equivalency/Basic Skills		$ 1,385,949	$ 249,699	$ 699,000								$ 2,334,648.00
AB104 Program		$ 1,256,456	x	$ 261,000								$ 1,517,456.00
Individual Career Service Subtotals	$ -	$ 7,874,042	$ 1,017,796	$2,793,000	N/A	$ 233,854	-	$ 146,000	$ 7,418,492.00	$ 2,530,467.00	$ 2,491,999.88	$24,505,650.88
Career Service Totals	**$ -**	**$ 8,151,756**	**$ 1,046,871**	**$2,913,000**	**N/A**	**$ 233,854**	**$ 276,000**	**$ 146,000**	**$ 9,370,561.20**	**$ 3,163,084.00**	**$ 3,824,647.00**	**$ 29,125,773.20**
Consolidated budget total for career services delivered through the One Stop System:								**$ 29,125,773.20**				

*System costs reflect Alameda County's Local Area and does not include the City of Oakland

ATTACHMENT B

Chapter 18

PROJECT BASED VOUCHERS (PBV) UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

INTRODUCTION

This chapter describes HUD regulations and HACA policies related to the Project-Based Voucher (PBV) program under the Rental Assistance Demonstration (RAD) program in eight parts:

Part I: General Requirements. This part describes general provisions of the PBV program, including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Project Selection. This part describes the cap on assistance at projects receiving PBV assistance, ownership and control, and site selection standards.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution and term of the HAP contract.

Part V: Selection of PBV Program Participants. This part describes the requirements and policies governing how HACA and the owner will select a family to receive PBV assistance.

Part VI: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits RAD PBV assistance to 50 percent of the units in any project) are also discussed.

Part VII: Determining Contract Rent. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract.

Part VIII: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

18-I.A. OVERVIEW AND HISTORY OF THE RAD PROGRAM

The Rental Assistance Demonstration (RAD) program was authorized in 2012 in order to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's four primary objectives are to:

- Preserve and improve public and other assisted housing.
- Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
- Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
- Increase tenant mobility opportunities.

Under the first component, a PHA with public housing units may submit an application to HUD to convert some or all of their public housing units to long-term, project-based Section 8 HAP contracts under either:

- Project-based rental assistance (PBRA) under HUD's Office of Multifamily Housing Programs
- Project-based vouchers (PBVs) under HUD's Office of Public and Indian Housing (PIH)

This chapter will focus on public housing conversions to the PBV program under RAD. In order to distinguish between requirements for public housing conversion under RAD and PBV units under the standard PBV program, we will refer to the standard PBV program and the RAD PBV program.

18-I.B. APPLICABLE REGULATIONS

On the whole, the regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in Notice PIH 2012-32, REV-2. Otherwise, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) guidance, including related handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014), and the Consolidated and Further Continuing Appropriations Act of 2015 (Public Law 113-235, approved December 6, 2014), collectively, the "RAD Statute." Requirements specific to the RAD program may be found in:

- Notice PIH 2012-32, REV-2, RAD – Final Implementation, Revision 2
- RAD Quick Reference Guide for Public Housing Converting to PBV Assistance (10/14)
- RAD Welcome Guide for New Awardees: RAD 1st Component (3/15)
- Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing in the First Component
- RAD FAQs (http://www.radresource.net/search.cfm)

In other words, the standard PBV program follows many of the same regulations as the tenant-based HCV program, but not all of them, and the RAD PBV program follows many of the same regulations as the standard PBV program, but not all of them.

MTW agencies are able to apply activities impacting the PBV program that are approved in the MTW Plan to properties converting under RAD, provided they do not conflict with RAD requirements.

18-I.C. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of HACA's policies related to tenant-based assistance also apply to RAD PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

> HACA Policy
>
> Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, HACA policies for the tenant-based voucher program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

18-I.D. RELOCATION REQUIREMENTS [Notice PIH 2014-17]

In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed.

Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. While HACA is not required to have a written relocation plan, HUD strongly encourages PHAs to prepare one. Appendix I of Notice PIH 2014-17 contains recommended contents for a relocation plan.

In addition, HACA must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.

Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept HACA's or the owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

18-I.E. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8; Notice PIH 2012-32, REV-2]

RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. HACA must comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated.

PART II: PBV PROJECT SELECTION

18-II.A. OVERVIEW

Unlike in the standard PBV program where HACA typically selects the property through an owner proposal selection process, projects selected for assistance under RAD PBV are selected in accordance with the provisions in Notice PIH 2012-32, REV-2. Therefore, 24 CFR 983.51 does not apply since HUD selects RAD properties through a competitive selection process.

18-II.B. OWNERSHIP AND CONTROL [Notice PIH 2012-32, REV-2]

During both the initial term and renewal terms of the HAP contract, ownership must be either of the following:

- A public or nonprofit entity that has legal title to the property. The entity must have the legal authority to direct the financial, legal, beneficial, and other interests of the property; or
- A private entity, if the property has low-income tax credits. HACA must maintain control via a ground lease.

18-II.C. HACA-OWNED UNITS [24 CFR 983.59 and Notice PIH 2012-32, REV-2]

If the project is HACA-owned, rent-setting and inspection functions set out in 24 CFR 983.59 must be conducted by an independent entity approved by HUD.

The independent entity that performs these program services may be the unit of general local government for HACA's jurisdiction (unless HACA is itself the unit of general local government or an agency of such government), or another HUD-approved public or private independent entity.

HACA may compensate the independent entity from HACA's ongoing administrative fee income (including amounts credited to the administrative fee reserve). HACA may not use other program receipts to compensate the independent entity for its services. HACA, and the independent entity, may not charge the family any fee for the services provided by the independent entity.

18-II.D. SUBSIDY LAYERING REQUIREMENTS [Notice PIH 2012-32, REV-2]

In the case of HACA which is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; HACA may convey all program funds to the covered project. HUD will recapture any public housing funds that HACA has not expended once it no longer has units under ACC. In the case where HACA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, HACA should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

18-II.E. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

Maximum Amount of PBV Assistance [Notice PIH 2012-32, REV-2]

Covered projects do not count against the maximum amount of assistance HACA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the amount of budget authority allocated to HACA under the HCV program. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24 CFR 983.6.

50 Percent per Project Cap [Notice PIH 2012-32, REV-2]

The limitation on the number of units receiving assistance is increased from 25 percent to 50 percent under RAD. An assisted household cannot be involuntarily displaced as a result of this provision.

Exceptions to the 50 Percent per Project Cap [24 CFR 983.56(b) and Notice PIH 2012-32, REV-2]

Exceptions are allowed and PBV units are not counted against the 50 percent per project cap if:

- The units are in a single-family building (one to four units); or
- The units are *excepted units* in a multifamily project because they are specifically made available for elderly and/or disabled families or families receiving supportive services (also known as *qualifying families*)

HACA must include in its administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. HACA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

Families living in units subject to a proposed RAD conversion (in-place families) must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household shall not be terminated from the PBV program, and the decision to decline an offer to receive supportive services shall not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services apply.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in HACA's administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

HACA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. HACA's administrative plan must state the form and frequency of such monitoring.

<u>HACA Policy</u>

HACA will develop housing for occupancy by families in need of services. This may include disabled families, families in need of particular supportive services, or families participating in the Family Self-Sufficiency (FSS) program. With the exception of in-place families at the time of conversion who decline services, families must receive the services, or successfully complete the service program, to be eligible for continued occupancy. Families that do not continue to receive the services or complete the required service program will be terminated in accordance with HACA policies in Section 12-II.F. The following types of services may be provided depending on the needs of the family:

Participation in HACA's FSS Program;

Training and development of housekeeping and homemaking skills;

Family budgeting;

Parenting skills;

Computer access and training;

Work skills development, job training and employment counseling;

Educational/vocational opportunities;

Case management services and/or counseling;

Life skills training; and

Other as appropriate and available

Annually, HACA will examine the families' receipt of supportive services to determine and confirm that the families still qualify to continue receiving PBV assistance. HACA will require families receiving services to provide written evidence from each service provider that the family has received all of the required services stated in the RAD Supportive Services or FSS Contract of Participation (RSSCOP/FSSCOP). Alternately, each service provider will monitor and submit a report to HACA identifying the services received by each family, and HACA will document if all required services in the RSSCOP/FSSCOP were received. If the family fails without good cause to receive all of the required services stated in the RSSCOP/FSSCOP between the time of the annual reports, the family and service provider must notify HACA of the failure in writing within 10 business days of the failure.

Promoting Partially Assisted Projects [24 CFR 983.56(c)]

HACA may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

HACA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units, or in a single-family building. HACA may also determine not to provide PBV assistance for excepted units, or HACA may establish a per-project cap of less than 50 percent.

<u>HACA Policy:</u>

HACA will not impose any further cap on the number of PBV units assisted per project in projects with excepted units.

18-II.F. SITE SELECTION STANDARDS

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites. If units are transferred to a different housing site, then the deconcentration rule applies.

HUD will conduct a front-end civil rights review of RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) to determine whether they meet one of the conditions that would allow for new construction in an area of minority concentration.

HACA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

18-II.G. ENVIRONMENTAL REVIEW

HUD can neither accept nor approve an applicant's Financing Plan submission unless and until the required environmental review has been completed for the applicant's proposed conversion project and found to meet environmental review requirements. Environmental documents must be submitted as part of the Financing Plan. HUD will not issue a RAD Conversion Commitment (RCC) if the project plan does not meet the environmental review requirements described in Attachment 1A of Notice PIH 2012-32, REV-2.

PART III: DWELLING UNITS

18-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

18-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

18-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. HACA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

18-III.D. INSPECTING UNITS

Initial Inspection [Notice PIH 2012-32, REV-2]

HACA enters into the HAP contract when financing closes for the property. All units that are undergoing rehabilitation must meet HQS by dates set in the conversion commitment with HUD.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, HACA must inspect the unit. HACA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d) and FR Notice 6/25/14]

At least once every 24 months during the term of the HAP contract, HACA must inspect a random sample consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement.

> <u>HACA Policy</u>
>
> Once every 24 months, HACA will inspect, at a minimum, a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, HACA must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

HACA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. HACA must take into account complaints and any other information coming to its attention in scheduling inspections.

HACA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting HACA supervisory quality control HQS inspections, HACA should include a representative sample of both tenant-based and project-based units.

Inspecting HACA-Owned Units [24 CFR 983.103(f)]

In the case of HACA-owned units, the inspections must be performed by an independent agency designated by HACA and approved by HUD. The independent entity must furnish a copy of each inspection report to HACA and to the HUD field office where the project is located. HACA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the HACA-owner.

PART IV: HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

18-IV.A. OVERVIEW

Public housing projects converting under RAD do not employ the PBV Agreement to Enter into a Housing Assistance Payments (AHAP) contract. Instead, following the execution of all requirements contained in the Commitment to Enter into a HAP (CHAP) contract and the RAD Conversion Commitment (RCC), a project is converted immediately to the RAD PBV HAP contract following the closing of any construction financing. Owners of public housing projects converted to PBV assistance via RAD enter into a HAP contract with HACA that will administer the PBV assistance. Units assisted under a RAD PBV HAP contract must be subject to long-term, renewable use and affordability restrictions.

18-IV.B. HAP CONTRACT REQUIREMENTS

Contract Information [PBV Quick Reference Guide (10/14)]

The RAD PBV program uses the PBV HAP contract for new construction or rehabilitated housing (Form HUD-52530A), as modified by the RAD rider (Form HUD-52621). The distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by RAD requirements. The RAD rider must be attached to the PBV HAP contract and effectuates the conversion of public housing to PBV under RAD PBV. The project must also have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.

Execution and Effective date of the HAP Contract [*RADBlast!* 7/11/16]

RAD PBV projects do not employ an Agreement to Enter into a Housing Assistance Payments (AHAP) contract like in the standard PBV program. Rather, when the conditions of the CHAP and the RCC are met and the conversion has closed, HACA executes the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing.

Term of HAP Contract [Notice PIH 2012-32, REV-2]

The initial term of the HAP contract may not be for less than 15 years, and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o)(13)(F) of The United States Housing Act of 1937, which established a maximum term of 15 years, as well as 24 CFR 983.205(a), which governs the contract term.

Agreement to Enter into a HAP (AHAP) Contract [Notice PIH 2012-32, REV-2]

For public housing conversions to PBV, there will be no agreement to enter into a Housing Assistance Payments (AHAP) contract. Therefore, all regulatory references to the Agreement (AHAP), including regulations under 24 CFR Part 983 Subpart D, are waived. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are not applicable.

Mandatory Contract Renewal [Notice PIH 2012-32, REV-2]

By statue, upon contact expiration, the agency administering the vouchers will offer, and HACA will accept, renewal of the contract subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR 983.205(b), governing HACA discretion to renew the contract for term of up to 15 years, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

Remedies for HQS Violations [24 CFR 983.208(b)]

HACA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If HACA determines that a contract does not comply with HQS, HACA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

> <u>HACA Policy</u>
>
> HACA will abate and terminate PBV HAP contracts for noncompliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

18-IV.C. AMENDMENTS TO THE HAP CONTRACT

Floating Units [Notice PIH 2012-32, REV-2]

In certain mixed-finance projects, HACA may ask HUD permission to have assistance float among unoccupied units within the project that are the same bedroom size. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

If HACA chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units, including any excepted units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward.

> HACA Policy
>
> HACA will not float assistance among unoccupied units within the project.

Reduction in HAP Contract Units [Notice PIH 2012-32, REV-2]

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

HACA may not reduce the number of assisted units without HUD approval. Any HUD approval of HACA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HACA must reinstate the unit after the family has vacated the property. If the project is partially assisted, HACA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where "floating" units have been permitted.

18-IV.D. HAP CONTRACT YEAR AND ANNIVERSARY DATES [24 CFR 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary date for all units under a particular HAP contract.

18-IV.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]

When the owner executes the HAP contract, he or she certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP is leased to an eligible family referred by HACA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge, the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (this does not apply to the family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP contract execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

18-IV.F. VACANCY PAYMENTS [24 CFR 983.352(b)]

At the discretion of HACA, the HAP contract may provide for vacancy payments to the owner for a HACA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by HACA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner, including amounts available from the tenant's security deposit.

> <u>HACA Policy</u>
>
> HACA will provide vacancy payments to the owner equal to the contract rent in effect at the time of the vacancy for a period not to exceed one month. The HAP contract with the owner will contain the terms under which vacancy payments will be made.

PART V: SELECTION OF PBV PROGRAM PARTICIPANTS

18-V.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION [Notice PIH 2012-32, REV-2]

Current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.

Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

18-V.C. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and HACA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to HACA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. HACA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

> <u>HACA Policy</u>
>
> HACA will determine an applicant family's eligibility for the RAD PBV program in accordance with the policies in Chapter 3.

18-V.D. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c) and Notice PIH 2012-32, REV-2]

The standard PBV regulations at 24 CFR 983.251 set out program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

HACA Policy.

HACA will use one waiting list for the tenant-based voucher program, PBV program, RAD PBV program, and Moderate Rehabilitation program. Selection for each program is subject to the federal regulations and requirements for the particular program.

18-V.E. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

After conversion to RAD PBV, applicants who will occupy units with RAD PBV assistance must be selected from HACA's waiting list. HACA may establish selection criteria or preferences for occupancy of particular PBV units.

Income Targeting [24 CFR 983.251(c)(6) and Notice PIH 2012-32, REV-2]

At least 75 percent of the families admitted to HACA's tenant-based and project-based voucher programs during HACA's fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, HACA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08, and Notice PIH 2012-32, REV-2]

HACA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

Although HACA is prohibited from granting preferences to persons with a specific disability, HACA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing
- For whom such services cannot be provided in a non-segregated setting

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project. In these projects, residents with disabilities may not be required to accept the particular services offered as a condition of occupancy.

If HACA has projects with more than 50 percent of the units receiving project-based assistance because those projects include "excepted units" (i.e., units specifically made available for elderly or disabled families, or families receiving supportive services), HACA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

> <u>HACA Policy</u>
>
> HACA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," persons with mobility

impairments for accessible units). The following additional preferences/priority will apply:

- Displaced-HACA: *Displaced family—HACA-owned or HACA-managed housing* as set forth in the *Glossary*.
- Displaced-Other: *Displaced family* as set forth in the *Glossary*.
- Resident: Families that, at the time of selection from the waiting list, reside anywhere in HACA's jurisdiction, or include a member who works, or has been hired to work in the jurisdiction. Use of this preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.
- Veteran: Priority will be given to veterans or servicepersons as set forth in the *Glossary* within each preference category.

HACA will select applicants from its waiting list for RAD assistance in the following order:

Note #1: For the following categories 1 through 4 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.

1. Veteran and a.)Displaced-HACA or b.) Displaced-Other and Resident
2. a.)Displaced-HACA or b.) Displaced-Other and Resident
3. Veteran and a.)Displaced-HACA or b.) Displaced-Other
4. a.)Displaced-HACA or b.) Displaced-Other
5. Veteran and Resident
6. Resident
7. Veteran
8. Applicants without preferences or priority

For categories 1 through 8 directly above, ties among applicants who have the same preferences/priorities are resolved, as applicable, by either;

- **order of ascending** lottery "tiebreaker" number (that is, applicants with a lower lottery "tiebreaker" number are selected before applicants with a higher one); or
- The date and time their complete application is received by HACA.

18-V.F. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

HACA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refusing to list the applicant on the waiting list for tenant-based voucher assistance
- Denying any admission preference for which the applicant qualifies
- Changing the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the HACA's selection policy
- Removing the applicant from the tenant-based voucher waiting list

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, HACA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, HACA must provide a briefing packet that explains how HACA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, HACA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, HACA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

HACA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

18-V.G. OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by HACA from the HACA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the HACA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify HACA of any vacancy or expected vacancy in a contract unit. After receiving such notice, HACA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. HACA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

> <u>HACA Policy</u>
>
> The owner must notify HACA in writing (mail, fax, or e-mail) within five business days of learning about any vacancy or expected vacancy.
>
> HACA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

18-V.H. TENANT SCREENING [24 CFR 983.255]

HACA Responsibility

HACA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, HACA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

> HACA Policy
>
> THACAwill not conduct screening to determine a PBV applicant family's suitability for tenancy.

HACA must provide the owner with an applicant family's current and prior address (as shown in HACA records) and the name and address (if known by HACA) of the family's current landlord and any prior landlords.

In addition, HACA may offer the owner other information HACA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. HACA must provide applicant families a description of HACA's policy on providing information to owners, and HACA must give the same types of information to all owners.

HACA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, or stalking, except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(c)].

> HACA Policy
>
> HACA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information. HACA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others
- Compliance with other essential conditions of tenancy

PART VI: OCCUPANCY

18-VI.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by HACA, referred to an owner, and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

18-VI.B. LEASE [24 CFR 983.256 and Notice PIH 2012-32, REV-2]

The tenant must have legal capacity to enter into a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

The tenant and the owner must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

Lease Requirements [24 CFR 983.256(c) and Notice PIH 2012-32, REV-2]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

HACA must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD. An example of language that may be included can be found in Attachment-1E of Notice PIH 2012-32, REV-2.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by HACA (the names of family members and any HACA-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f) and PBV Quick Reference Guide (10/14)]

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with—and must be signed on or before—the effective date of the RAD PBV HAP contract.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- HACA terminates the HAP contract
- HACA terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give HACA a copy of all changes.

The owner must notify HACA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by HACA and in accordance with the terms of the lease relating to its amendment. HACA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257 and Notice PIH 2012-32, REV-2]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the standard PBV program. These procedural rights must be included in the owner's lease as well as HACA's administrative plan. In addition to the regulations at 24 CFR 983.257 related to project owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that HACA provide adequate written notice of termination of the lease which may not be less than:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, HACA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction
- 14 days in the case of nonpayment of rent
- 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

Unlike in the standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident's rights, obligations, welfare, or status with both HACA and the project owner. See Chapter 16 Part III: Informal Reviews and Hearings for more information.

Noncompliance with Supportive Services Requirement [24 CFR 983.257(c), FR Notice 11/24/08, and Notice PIH 2012-32, REV-2]

Under RAD, the requirement that a family must actually receive services to reside in a unit where families receive supportive services differs. Families living in units that will convert under RAD must be given the option to receive supportive services. If such services are declined by the household, the unit will remain under the HAP contract, the household will not be terminated from the PBV program, and the decision to decline an offer to receive supportive services will not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services will apply. For those families, if a family is living in a project-based unit that is excepted from the 50 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by HACA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. HACA termination of assistance actions due to family absence from the unit are subject to 24 CFR 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 983.258 and Notice PIH 2012-32, REV-2]

Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds gross rent. In this case, the family will pay the owner an amount equal to their TTP. The family will continue to pay this amount until/if circumstances change and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract.

Following conversion, the standard PBV regulations apply to any newly admitted families. For those families, housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by HACA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

> <u>HACA Policy</u>
>
> If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify HACA of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.259 and PBV Quick Reference Guide (10/14)]

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise the security deposit requirements for standard PBV apply.

The owner may collect a security deposit from the tenant. HACA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

> HACA Policy
>
> HACA will allow the owner to collect a security deposit amount the owner determines is appropriate, as long as it does not exceed that allowed under state law.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. HACA has no liability or responsibility for payment of any amount owed by the family to the owner.

18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS [Notice PIH 2012-32, REV-2]

Current PH FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and HACA will be allowed to use any PH FSS funds granted previously or pursuant to the current fiscal year (FY) PH FSS notice of funding availability (NOFA), to serve those FSS participants who live in units converted to RAD and who will as a result be moving to the HCV FSS program. HACA must convert the PH FSS program participants at the covered project to their HCV FSS program.

Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties.

Current Resident Opportunities and Self-Sufficiency–Service Coordinators (ROSS–SC) program grantees will be able to finish out their current ROSS–SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS–SC grants.

18-VI.D. RESIDENT PARTICIPATION AND FUNDING [Notice PIH 2012-32, REV-2]

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

18-VI.E. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260 and Notice PIH 2012-32, REV-2]

All in-place tenants at the time of conversion are eligible to remain in the project. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family.

Following conversion, the standard PBV regulations apply. If HACA determines that a family is occupying a wrong-size unit, based on the HACA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, HACA must promptly notify the family and the owner of this determination, and HACA must offer the family the opportunity to receive continued housing assistance in another unit.

> <u>HACA Policy</u>
>
> HACA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of HACA's determination. HACA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:
>
> > PBV assistance in the same building or project
> >
> > PBV assistance in another project; and
> >
> > Tenant-based voucher assistance

If HACA offers the family a tenant-based voucher, HACA must terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by HACA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, HACA must remove the unit from the HAP contract. However, as referenced in section 5-II.C. for under-housed project-based families, if the family documents that the family's tenant-based voucher expires because the family cannot locate a suitable unit, and the family could remain housed in the PBV unit using the 2+1 rule, HACA will not terminate the housing assistance payments and the family will be allowed to remain in the PBV unit for as long as the family size qualifies for the 2+1 rule.

If HACA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by HACA, or both, HACA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by HACA and remove the unit from the HAP contract.

<u>HACA Policy</u>

When HACA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 60 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 60-day time frame, HACA will terminate the housing assistance payments at the expiration of this 60-day period.

HACA may make exceptions to this 60-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to HACA.

Choice Mobility [Notice PIH 2012-32, REV-2]

If the family wishes to move with continued tenant-based assistance, the family must contact HACA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, HACA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available, HACA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

> <u>HACA Policy:</u>
>
> Prior to providing notice to the owner to terminate the lease, the family may submit a written request to HACA for a choice mobility voucher at any time after completing the 12-month occupancy requirement.
>
> The family will remain eligible to request a choice mobility voucher as long as it continues living at the same covered project. If a family moves from one covered project to another covered project prior to completing their 12-month occupancy requirement, its 12-month clock will reset. The family must wait 12 months from the date of move at the new property before it may request another choice mobility voucher. If a family transfers to a different unit within the same covered project, the 12-month clock does not reset.
>
> HACA will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. This list will be maintained separately from the tenant-based HCV list. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.
>
> Prior to assisting currently housed PBV holders who have priority to receive the next available opportunity for continued tenant-based assistance, HACA will set aside PBVs committed for new projects coming on-line (if applicable) and assist applicants for 1.) Targeted Funding and 2.) FUP Graduates, CHOICES or FACT Programs Graduates, and MHSA Program Graduates as described in section 4-III.C.-Local Preferences-Section 8 Housing Choice Voucher Program (HCV) as these forms of tenant-based assistance have previously been committed and are not deemed to be available.

Turnover Cap

If as a result of RAD, the total number of PBV units (including RAD PBV units) administered by HACA exceeds 20 percent of the HACA's authorized units under its HCV ACC with HUD, HACA may establish a turnover cap. HACA is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If HACA chooses to establish a turnover cap and the cap is implemented, HACA must create and maintain a waiting list in the order requests from eligible households were received.

HACA Policy

HACA will not establish a choice mobility cap.

18-VI.F EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

HACA may not pay housing assistance under a PBV HAP contract for more than 50 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- In a single-family building;
- Specifically made available for elderly and/or disabled families; or
- Specifically made available for families receiving supportive services as defined by HACA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by HACA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 50 percent per project cap exception (e.g., a family that does not successfully complete its FSS contract of participation or supportive services requirements, or a family that is no longer elderly or disabled due to a change in family composition where HACA does not exercise discretion to allow the family to remain in the excepted unit), must vacate the unit within a reasonable period of time established by HACA, and HACA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless:

- The project is partially assisted and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or
- The owner terminates the lease and evicts the family from the unit

The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by HACA.

HACA may allow a family that initially qualified for occupancy of an excepted unit based on elderly or disabled family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly or disabled family member or long-term or permanent hospitalization or nursing care), the elderly or disabled family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

> <u>HACA Policy</u>
>
> HACA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to situations beyond the remaining family members' control.
>
> In all other cases, when HACA determines that a family no longer meets the criteria for a "qualifying family" in connection with the 50 percent per project cap exception, HACA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 60 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 60-day time frame, HACA will terminate the housing assistance payments at the expiration of the 60-day period.
>
> HACA may make exceptions to this 60-day period if needed for reasons beyond the family's control, such as death, serious illness, or other medical emergency of a family member.
>
> HACA may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to HACA, HACA will amend the HAP contract to reduce the total number of units under contract.

18-VI.G. REEXAMINATIONS [PBV Quick Reference Guide (10/14)]

A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, HACA does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the HACA will have to submit a form HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

18-VI.H. EARNED INCOME DISALLOWANCE [Notice PIH 2012-32, REV-2]

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR 5.617. Upon the expiration of the EID for such families, the rent adjustment will not be subject to rent phase-in; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the HCV program, the EID exclusion is limited to only persons with disabilities [24 CFR 5.617(b)]. In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only persons with disabilities is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant, such as tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment), tenants that move into the property following conversion, etc., is covered by this waiver.

18-VI.I. RESIDENTS' PROCEDURAL RIGHTS [Notice PIH 2012-32, REV-2]

HUD is incorporating additional termination notification requirements for public housing projects that convert assistance under RAD to PBV beyond those for the standard PBV program. In addition to the regulations at 24 CFR 983.257 related to owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV require that HACA provide adequate written notice of termination of the lease, which is no less than:

- A reasonable period of time, but not to exceed 30 days
  - If the health or safety of other tenants, HACA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction
- 14 days in the case of nonpayment of rent
- 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period shall apply

18-VI.J. INFORMAL REVIEWS AND HEARINGS [Notice PIH 2012-32, REV-2]

Unlike in the standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident's rights, obligations, welfare, or status with both HACA and the project owner.

In addition to reasons for an informal hearing listed at 24 CFR 982.555(a)(1)(i)–(vi) (See 16-III.C. Informal Hearings for Participants), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR 982.555(a)(1)(i)–(vi), the contract administrator will perform the hearing, as is the current standard in the program.
- For any additional hearings required under RAD, HACA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or for disputes between residents not involving HACA (as owner) or contract administrator. This hearing requirement does not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and HACA (as owner) or contract administrator.

HACA (as owner) must give residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)–(vi). (See Chapter 16)

HACA (as owner) must provide an opportunity for an informal hearing before an eviction.

Noncompliance with Supportive Services Requirement [24 CFR 983.257(c) and FR Notice 11/24/08]

Under RAD, the requirement that a family must actually receive services to reside in a unit where families receive supportive services differs. Families living in units that will convert under RAD must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household will not be terminated from the PBV program, and the decision to decline an offer to receive supportive services will not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services shall apply.

PART VII: DETERMINING CONTRACT RENT

18-VII.A. INITIAL CONTRACT RENTS [Notice PIH 2012-32, REV-2]

RAD conversions are intended to be cost-neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for HACA's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, replacement housing factor funds (RHF), and demolition disposition transitional funding (DDTF). The funding may limit the amount of initial rent for a property. A detailed explanation of the determination of current funding may be found in Attachment 1C of Notice PIH 2012-32, REV-2. Once the current funding amount is calculated, the amount is adjusted by bedroom size to determine the current funding rent. HUD uses the same bedroom adjustment factors as in the metropolitan FMR schedules where the project is located.

HACA may adjust subsidy (and contract rents) across multiple projects as long as HACA does not exceed the aggregate subsidy for all of the projects HACA has submitted for conversion under RAD. This use, which HUD refers to as "bundled" rents, is permissible when HACA submits applications for two or more projects. There is no limit to the number of projects that HACA may bundle.

Notwithstanding the current funding level, the initial rents are set at the lower of:

- 110 percent of the fair market rent (FMR) or the HACA's exception payment standard approved by HUD, or the alternate rent cap in a PHA's MTW agreement
- Reasonable rent in comparison to the unassisted housing market
- An amount determined by current funding
  - Adjusted through rent bundling or reconfiguration of units

18-VII.B. ADJUSTING CONTRACT RENTS [Notice PIH 2012-32, REV-2 and PBV Quick Reference Guide (10/14)]

Contract rents will be adjusted annually by HUD's operating cost adjustment factor (OCAF) at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR 983.303.

Contract rents may not exceed the reasonable rent, with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract.

However, the rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 983.55 (prohibition of excess public assistance)
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:

- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the *Federal Register*; or
- The reasonable rent

HACA (or independent entity, if the project is HACA-owned) is responsible for processing rent adjustments, at each contract anniversary date, in accordance with the prevailing OCAF.

At least 120 days before the contract anniversary date, HUD recommends that the owner submit the OCAF rent adjustment worksheet (Form HUD-9625) to HACA (or the independent entity). HACA will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent can only be increased up to the reasonable rent. The approved rent adjustment will go into effect and the new rents to owner will take effect on the date of the contract anniversary.

Rent Decrease

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

18-VII.C. UTILITY ALLOWANCES [Notice PIH 2012-32, REV-2 and PBV Quick Reference Guide (10/14)]

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, a PHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract. A PHA may request a waiver from HUD in order to establish a site-specific utility allowance schedule.

After conversion, unless a waiver is requested and approved by HUD, HACA must maintain a utility allowance schedule for tenant-paid utilities in accordance with standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517 respectively. These utility allowances are effective for in-place families at recertification.

> <u>HACA Policy</u>
>
> HACA will use the HCV utility allowance schedule for the RAD developments.

18-VII.D. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by HACA, except rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, HACA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by HACA. The comparability analysis may be performed by HACA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

HACA-Owned Units

For HACA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for HACA-owned units to HACA and to the HUD field office where the project is located.

PART VIII: PAYMENTS TO OWNER

18-VIII.A. HOUSING ASSISTANCE PAYMENTS

During the term of the HAP contract, HACA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and HACA agree on a later date.

Except for discretionary vacancy payments, HACA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by HACA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

18-VIII.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if HACAdetermines that the vacancy is the owner's fault.

> HACA Policy
>
> If HACA determines that the owner is responsible for a vacancy and as a result is not entitled to the keep the housing assistance payment, HACA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of HACA, the HAP contract may provide for vacancy payments to the owner. HACA may only make vacancy payments if:

- The owner gives HACA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by HACA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by HACA and must provide any information or substantiation required by HACA to determine the amount of any vacancy payment.

> HACA Policy
>
> If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified HACA of the vacancy in accordance with the policy in Section 18-V.G. regarding filling vacancies.
>
> In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and HACA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.
>
> For HAP contracts that provide for vacancy payments, HACA will provide vacancy payments to the owner equal to the contract rent in effect at the time of the vacancy for a period not to exceed one month.

18-VIII.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by HACA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in HACA's notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by HACA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by HACA. The owner must immediately return any excess payment to the tenant.

Tenant and HACA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by HACA.

Likewise, HACA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. HACA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. HACA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, HACA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

HACA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If HACA chooses to pay the utility supplier directly, HACA must notify the family of the amount paid to the utility supplier.

> <u>HACA Policy</u>
>
> HACA will make utility reimbursements directly to the family.

18-VIII.D. PHASE-IN OF TENANT RENT INCREASES

For in-place tenants, if a tenant's monthly rent increases by more than the greater of 10 percent or $25 purely as a result of conversion, the rent increase will be phased in over three years. To implement this provision, HUD is waiving section 3(a)(1) of the 1937 Act, as well as 24 CFR 983.3 (definition of *total tenant payment (TTP)*) only to the extent necessary to allow for the phase-in of tenant rent increases. For families who were on EID at the time of conversion to RAD PBV, upon the expiration of the EID, the rent adjustment is not subject to rent phase-in.

> <u>HACA Policy</u>
>
> HACA will implement a five-year phase-in for in-place families whose rent increases by more than the greater of 10 percent or $25 as a result of the conversion as follows:
>
>> Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion: 20 percent of the difference between the most recently paid TTP and the standard TTP
>>
>> Year 2: Year 2 AR and any IR prior to Year 3 AR: 40 percent of the difference between the most recently paid TTP and the standard TTP
>>
>> Year 3: Year 3 AR and any IR prior to Year 4 AR: 60 percent of the difference between the most recently paid TTP and the standard TTP
>>
>> Year 4: Year 4 AR and any IR prior to Year 5 AR: 80 percent of the difference between the most recently paid TTP and the standard TTP
>>
>> Year 5 AR and all subsequent recertifications: Full standard TTP
>
> Once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward.

18.VIII.E. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.