



Housing Authority of the
County of Alameda

22941 Atherton Street, Hayward, CA 94541

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

HOUSING COMMISSION AGENDA

Regular Meeting: March 13, 2019

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 7, 2019, duly distributed this Agenda to the Clerk of the Board of Supervisors for posting in the office of the Alameda County Administration Building and has posted it on the bulletin board of the Housing Authority of the County of Alameda.

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

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MINUTES

January 9, 2019



Housing Authority of the
County of Alameda

HACA AGENDA ITEM NO.: 2.

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 9, 2019
HACA BOARD ROOM, 22941 ATHERTON STREET, HAYWARD, CA 94541**

SUMMARY ACTION MINUTES

1. CALL TO ORDER/ROLL CALL

Call to Order

Chairperson Gerry called the meeting to order at 8:05 a.m.

Roll Call

Present: Cmr. Ballew, Buckholz, Gerry, Hannon, Maass and Patz

Excused: Cmr. Finley, Gacoscas and Olson

2. APPROVAL OF THE MINUTES OF THE NOVEMBER 14, 2018 HOUSING COMMISSION MEETING

Recommendation: Approve the minutes of the November 14, 2018 Housing Commission meeting as presented.

Motion/Second: Hannon/Maass.

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

3. PUBLIC COMMENT

None.

Before moving on to New Business, Christine Gouig, Executive Director, introduced Councilmember Sara Lamnin from the City of Hayward who was present at the meeting. She announced that Councilmember Lamnin was appointed by the City of Hayward to serve as the city's representative on the Housing Commission. Ms. Gouig explained that Councilmember Lamnin's appointment will go through the process of approval by the Board of Supervisors. The Commission welcomed Councilmember Lamnin.

Cmr. Maass reported that the City of Albany has reassigned their council appointments to the various boards and commissions. He announced that Albany Vice-mayor Peggy McQuaid was assigned to the Housing Commission and would soon be serving as Albany's representative.

Cmr. Gerry moved on to New Business.

4. NEW BUSINESS

4-1. PRESENTATION: RECOGNIZE CHANEL BROWN AS HACA'S SHINING STAR FOR JANUARY-JUNE 2019

Christine Gouig presented the staff report. Ms. Gouig introduced Chanel Brown, Administrative Clerk in HACA's Programs Department, as HACA's Shining Star for January-June 2019. Ms. Gouig read the comments that were submitted by those who nominated Chanel. The Commission, staff and public applauded Chanel and Chairperson Gerry presented her with a certificate. Chanel expressed appreciation for the recognition and thanked her co-workers for the award.

Laura Broussard Rosen, Programs Manager, praised Chanel for her work and positive attitude. She commented that Chanel shows compassion and empathy when faced with clients who are dealing with difficult circumstances. Ms. Broussard Rosen congratulated Chanel on the award and stated that it is well-deserved.

Commission Discussion: Vice-chairperson Hannon congratulated Chanel on receiving this recognition from her peers. He commented that in her role she must act as a "jack of all trades," and commended her for her work and this award.

4-2. ACTION: RATIFY RESOLUTION NO. 15-18 RECOGNIZING MARVIN PEIXOTO FOR HIS OUTSTANDING SERVICE ON THE HACA HOUSING COMMISSION

Christine Gouig presented the staff report. Ms. Gouig reported that Marvin Peixoto announced at the November 2018 Housing Commission meeting that he was not re-elected to another term on the Hayward City Council and that the city would be appointing a new representative to the Housing Commission. She indicated that subsequent to the November meeting, the City of Hayward invited HACA to submit a resolution honoring Marvin at a "leaving office" ceremony. Ms. Gouig stated that staff wanted to use the opportunity to recognize Marvin for his work on the Housing Commission and explained that since there would not be a Commission meeting until after this ceremony had taken place she had asked the Commissioners to allow staff to prepare the resolution for the ceremony and then have the resolution ratified by the Commission at its next meeting. She reported that Daniel Taylor, Special Programs Manager, presented the framed resolution to Marvin at a ceremony held on December 11 at Hayward City Hall. Ms. Gouig recommended that the Housing Commission now ratify the resolution.

Recommendation: Ratify Resolution No. 15-18 recognizing Marvin Peixoto for his outstanding service on the HACA Housing Commission.

Commission Discussion: Mr. Taylor commented that Marvin was very appreciative of the award and said that the HACA Housing Commission was one of his favorite commissions to serve on. Chairperson Gerry commented that he has known Marvin for a long time and that it was a great honor to work with Marvin on the Commission.

Motion/Second: Hannon/Gerry

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

4-3 RESOLUTION NO. 01-19: APPROVING REVISIONS TO HACA'S BLOODBORNE PATHOGEN EXPOSURE CONTROL PLAN

Christine Gouig presented the staff report. Ms. Gouig reported staff is proposing to amend HACA's Bloodborne Pathogen Exposure Control Plan (BPECP) in order to update some of the language and add provisions and clarification on the administration of the Plan. She also reported that HACA is a member of the California Housing Workers Compensation Authority (CHWCA), a risk pool for workers compensation for housing authorities in California, and has based its BPECP on CHWCA's model. She explained that the BPECP outlines the job classifications that may have potential exposure to bloodborne pathogens and stated for the record that the classification of Leasing Services Leadworker should be added to the list of classifications referenced in the Plan. Ms. Gouig summarized proposed amendments to the BPECP and recommended that the Commission adopt Resolution No. 01-19 approving these revisions.

Recommendation: Adopt Resolution No. 01-19 approving revisions to HACA's Bloodborne Pathogen Exposure Control Plan.

Commission Discussion: Cmr. Ballew recommended that staff look into the possibility of providing Automated External Defibrillator (AED) and Cardiopulmonary Resuscitation (CPR) training to staff. Cmr. Buckholz asked if a sneeze is considered a bloodborne pathogen. Ms. Gouig indicated that the plan does contain language for Other Potentially Infectious Materials (OPIM) but is not certain if sneezes are considered OPIM. Cmr. Maass asked how often sharps injuries occur at HACA and at housing agencies in the state. Ms. Gouig indicated that this type of incident has not occurred at HACA and she does not have any data on other housing agencies. She described the types of injuries and medical incidents that have occurred at HACA and indicated that in instances when staff has had to call 911, the first responders arrived very quickly since the Hayward Fire Department is just a few blocks away. Cmr. Maass also commented that it would be important to consider AED and/or CPR training. Ms. Gouig indicated HACA cannot make CPR training mandatory but that staff will look into options for providing opportunities for staff to take this training. She also indicated that she will check with CHWCA to see if there are any liability concerns with regard to employees using AED devices.

Motion/Second: Ballew/Buckholz.

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

4-4. ACTION: PERSONNEL COMMITTEE APPOINTMENT

Christine Gouig presented the staff report. Ms. Gouig reported that the Housing Commission has one standing committee, the Personnel Committee (PC). She explained that Marvin Peixoto was the long-time chairperson of the PC and his departure from the Commission creates a vacancy on the PC. Ms. Gouig described the role of the PC, gave examples of the action items that the PC considers and takes action on and indicated how often and when the committee meets. She recommended that the Housing Commission appoint a new member to the PC. After a brief discussion, Cmr. Buckholz volunteered to serve on the PC.

Recommendation: Approve the appointment of Commissioner Helen Buckholz to the Personnel Committee.

Motion/Second: Hannon/Gerry.

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

4-5. INFORMATION: BUDGET STATUS REPORT

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

Commission Discussion: Chairperson Gerry asked how long HACA has been in shortfall. Ms. Gouig indicated that HACA has been in shortfall for 2 years as result of the high rents in the region. She named some of the housing authorities in the region who are also currently in shortfall. Cmr. Hannon commented on the insufficient funding from HUD. Ms. Gouig indicated that the lack of funding will ultimately shrink the size of HACA's voucher program. Ms. Leoncio explained that the reduced funding from HUD impacts the number of units that HACA can lease up and that a reduction in HACA's lease-up rate equates to a reduction in the funding from HUD, including administrative funding. Cmr. Buckholz and Ms. Gouig discussed the funding of the shortfall and how this impacts the issuance of new vouchers and the ability of program participants to use their vouchers to move.

4-6. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor reported that HACA's Family Self-Sufficiency (FSS) coordinators hosted the quarterly Program Coordinating Committee meeting in November. He also reported on the *It's Your Time to Shine* event that was held in November. He referred to the photo in the staff report that some of the Commissioners took with the winner of the Christine Steiner Inspiration Award. Mr. Taylor talked about the annual FSS Giving Connection event, thanked the Housing Commission, staff, and the Hayward Fire Department for helping to make this year's event a success, and commented that the best part about this event is when some of the FSS families that are doing well on the program donate their grocery gift cards to other FSS participants. Mr. Taylor also talked about the workshops that were held in December, including workshops on Section 8 Homeownership.

Ms. Gouig highlighted the lease-up and housing assistance payments data in the Program Activity Report summary. She also reported that there has been an increase in landlord participation in the Section 8 Housing Choice Voucher Program.

Commission Discussion: Cmr. Hannon and Ms. Gouig discussed the current market rents in the area. Ms. Gouig indicated that rents appear to have somewhat plateaued. They also discussed how a tenant's portion of the rent is calculated and how the tenant portion can change based on changes in their income. Chairperson Gerry and Cmr. Buckholz commented on the changes in the market rents.

5. COMMISSIONER REPORTS

None.

6. COMMITTEE REPORTS

None.

7. COMMUNICATIONS

Ms. Gouig reported that the initial findings from the Fair Market Rent (FMR) study indicate that there may be a drop in the FMRs, although not as large a drop as the HUD-issued FMRs in October 2018. She indicated that once HUD issues revised FMRs based on the study, staff will bring recommendations to the Housing Commission regarding payment standards. Cmr. Gerry commented that in his experience renters do not move during this time of the year. Ms. Gouig indicated that the recent mover data from the study suggested that tenants were staying put as they are not able to afford to move to a different unit due to the high rents. She commented that it was surprising to find that the rents have dropped. Cmr. Hannon asked that staff report back at a future meeting on the findings of the study and on staff's analysis. Cmr. Hannon, Chairperson Gerry and Ms. Gouig discussed the vacancy rates.

Ms. Gouig reported on the federal government shutdown. She indicated that HUD is currently closed but that the funding for January and February is in place. Ms. Gouig stated that the funding status for March and April is unknown at this time.

Ms. Gouig asked Oscar Macias, Administrative Analyst, to provide an update on the data breach. Mr. Macias summarized the number of tenants who were affected and described the types of data potentially exposed. He also described the actions that staff has taken with regard to notifying those who have been potentially affected, training that staff has taken on cyber security and the response that staff has received from some of the tenants affected. Cmr. Hannon asked if staff has heard from any of the affected individuals about unauthorized use of their personal information and Ms. Gouig indicated that staff has not received any such reports.

8. ADJOURNMENT

There being no further business to discuss, Chairperson Gerry adjourned the meeting at 9:42 a.m.

Respectfully Submitted,

Melissa Taesali
Executive Assistant

Christine Gouig
Executive Director/Housing Commission Secretary

Approved:

Mark Gerry
Housing Commission Chairperson

NEW BUSINESS

March 13, 2019

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: March 13, 2019

Subject: Heat Illness Prevention Program

Exhibits Attached: - Resolution No. 02-19 Approving Revised Heat Illness Prevention Program
 - Attachment A: Revised Heat Illness Prevention Program

Recommendation: Approve the Program as presented

Financial Statement: None

BACKGROUND

In 2005, Cal/OSHA established a heat illness prevention standard as part of California's state occupational safety and health plan. Unlike the state's standards for heat illness prevention, the federal Occupational Safety and Health Administration (OSHA) does not require specific standards addressing the hazards of working outdoors in high temperatures.

The Housing Authority (HACA) first adopted heat illness prevention standards and included them as part of its Injury & Illness Prevention Plan (IIPP) in 2005. In 2015, the IIPP was revised and several sections, including the heat illness prevention standards, were removed from the IIPP for purposes of creating written stand-alone policies for those subjects. In 2015, Cal/OSHA revised its standards regarding the requirements for heat illness prevention, which added the additional requirements for: (1) annual training for employees who primarily work outdoors, (2) identifying the core preventive measures of water, rest and shade, and (3) high-heat procedures for working in temperatures that equal or exceed 95°F.

HACA periodically reviews all of its personnel-related policies and procedures for updating. Two primary factors created the need to update its heat illness prevention standards at this time: (1) it has been more than five years since these standards have been reviewed and (2) Cal/OSHA's additional program requirements adopted in 2015 as enumerated above.

DISCUSSION AND ANALYSIS

HACA is a member of the California Housing Workers' Compensation Authority (CHWCA). CHWCA is a risk pool that provides its members with a comprehensive workers' compensation coverage program for the sharing of risk for self-insured losses, as well as jointly purchasing

HACA AGENDA ITEM NO.: 4-1.

claims adjusting services, actuarial services, risk control services, and applicable legal services. CHWCA revised its model Heat Illness Prevention Program subsequent to Cal/OSHA's adoption of the program additions in 2015. HACA has based its plan on CHWCA's recommended model Heat Illness Prevention Program.

The following HACA classifications have been identified as working primarily outdoors and, therefore, covered by Cal/OSHA's standards for the prevention of heat illness:

CLASSIFICATION	TASKS
Facilities Manager	Inspecting residential housing
Housing Inspector	Inspecting residential housing
Housing Maintenance Worker II	Cleaning/repairing residential housing
Property Aides	Cleaning/inspecting residential housing

Required Sections

The sections below are required by Cal/OSHA to be included in a Heat Illness Prevention Program and have been identified as being applicable to housing authorities. HACA's Heat Illness Prevention Program contains these in order to be in compliance with Cal/OSHA:

- Responsibilities
- Weather Monitoring
- Employee Acclimatization
- Core Heat Illness Control Measures
- High Heat Procedures
- Emergency Procedures
- Risk Factors and Preventive Measures
- Employee Training
- Program Review and Update

Summary of Changes

The revisions include changes as follows:

- Reorganization of the sections
- Identification of Job Classifications Working Primarily Outdoors
- Identifies Additional Responsibilities for Managers
- Updates to Heat Illness Control Measures
- Adds High Heat Procedures
- Outlines Required Training Curriculum for Heat Illness Prevention

RECOMMENDATION

Staff recommends that your Housing Commission adopt the attached resolution approving the revised Heat Illness Prevention Program.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO.: 02-19

**APPROVING REVISIONS TO THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA'S
HEAT ILLNESS PREVENTION PROGRAM**

WHEREAS, the Housing Authority of the County of Alameda ("HACA") is an employer having employees in job classifications identified as having the potential for some occupational exposure to heat illness because their job classification requires them to primarily work outdoors; and

WHEREAS, HACA is, therefore, required to maintain a Heat Illness Prevention Program in compliance with the required standards identified by Cal/OSHA and contained in the California Code of Regulations, Title 8, Section 3395, as amended; and

WHEREAS, HACA's current Heat Illness Prevention Program has not been reviewed in the last five years; and

WHEREAS, revisions to HACA's current Heat Illness Prevention Program are necessary to ensure consistency with the updated model plan recommended by HACA's workers' compensation risk administrator and to ensure compliance with recent Cal/OSHA updated requirements regarding the prevention of heat illness;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve the revised Heat Illness Prevention Program as presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 13th day of March 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Mark Gerry
Housing Commission Chairperson

Christine Gouig,
Executive Director/Housing Commission Secretary

Adopted: _____

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: March 13, 2019

Subject: Amended Joint Powers Agreement Creating the California Housing Workers' Compensation Authority (CHWCA)

Exhibits Attached:

- Resolution No. 03-19 Approving Amended Joint Powers Agreement Creating the California Housing Workers' Compensation Authority (CHWCA)
- Attachment B: Amended Joint Powers Agreement

Recommendation: Approve the proposed amendments as presented

Financial Statement: None

BACKGROUND

The Joint Exercise of Powers Act in California Government Code, Section 6500, et seq. allows two or more public agencies to create a separate legal entity, a Joint Powers Authority (JPA), for purposes of pooling resources to purchase and provide services in a more efficient and cost-effective manner.

The California Housing Workers' Compensation Authority (CHWCA) is a JPA created to provide workers' compensation insurance for its members through joint pooling of self-insured claims or losses as permitted by the California Government Code. CHWCA provides its members with comprehensive workers' compensation coverage, jointly purchased claims adjusting services, actuarial services, risk control services, and applicable legal services.

HACA has been a member of CHWCA for over 15 years.

DISCUSSION AND ANALYSIS

At its monthly meeting on November 15, 2018, CHWCA's Executive Committee reviewed various proposed changes to CHWCA's governing documents, including the By-Laws, the Financial Stability Plan, the Underwriting Guidelines and the JPA Agreement. Changes to the first three were approved by the Executive Committee, as it is empowered to do so on its own. Changes to the JPA Agreement, however, require approval of two-thirds of the CHWCA members, acting through their governing bodies.

The proposed changes are considered relatively modest and are summarized as follows:

- Update language to capture technical differences in the terms “reinsurance” and “excess insurance”
- Clarify intent as to discontinuing business if a meeting quorum is lost
- Replace the self-insurance term “contribution” for the insurance term “premium”
- Clarify intent in the liability and indemnification article
- Update a stale reference to a Government Code section

The staff report from CHWCA’s November 15th Executive Committee meeting in support of these changes, along with a blue-line edition of the proposed amendments, is attached for your reference.

RECOMMENDATION

Staff recommends that your Housing Commission adopt the attached resolution approving the amended Joint Powers Agreement.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO.: 03-19

**APPROVING AMENDED JOINT POWERS AGREEMENT CREATING THE
CALIFORNIA HOUSING WORKERS' COMPENSATION AUTHORITY (CHWCA)**

WHEREAS, the Housing Authority of the County of Alameda ("HACA") is a member of the California Housing Workers' Compensation Authority ("CHWCA"), a joint powers authority created pursuant to California Government Code Section 6500 et seq. for the purposes of providing workers' compensation insurance for its members through joint pooling of self-insured claims or losses as permitted pursuant to California Government Code Section 990.4 and 990.8; and

WHEREAS, pursuant to Article 16 of the Joint Powers Agreement ("Agreement"), the Agreement may be amended by a vote of two-thirds of the members, acting through their governing bodies; and

WHEREAS, at a regular meeting of the CHWCA Executive Committee on November 15, 2018, the Executive Committee approved the circulation to the CHWCA members of certain clarifying revisions to the Agreement; and

WHEREAS, if two-thirds of the CHWCA members, through their governing bodies, approve the amended Agreement, the CHWCA Board of Directors will confirm approval of the amended Agreement at its annual meeting held in May 2019; and

WHEREAS, HACA has reviewed the proposed amended Agreement and confirms that the revisions are appropriate;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve the amended Joint Powers Agreement presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 13th day of March 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Mark Gerry
Housing Commission Chairperson

Christine Gouig,
Executive Director/Housing Commission Secretary

Adopted: _____

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 13, 2019

Subject:	Annual PHA Plan for Fiscal Year 2019 (Public Hearing Required)
Exhibits:	<ul style="list-style-type: none">- Form HUD-50077-ST-HCV-HP: PHA Certification of Compliance with the PHA Plan and Related Regulations including Civil Rights Certifications- Attachment C: HACA's Annual Plan for Fiscal Year 2019
Recommendation:	Conduct Public Hearing to Accept Comments; Approve Plan; Authorize Staff to Submit Plan to HUD
Financial Statement:	None

BACKGROUND

HUD requires that every housing authority prepare and submit an Annual Plan. The Annual Plan is a general guide to the housing authority's policies, programs, operations, and strategies for meeting local housing needs and goals for the upcoming fiscal year (in our case July 2019-June 2020).

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

Staff has prepared HACA's Plan, using HUD's streamlined *HCV Only Annual Plan* template as HACA is classified by HUD as an HCV-only PHA. This year's Annual Plan largely describes new activities and updates to HACA's Project-Based Voucher Program accomplishments, changes to its criteria for selection from the waitlist, and HACA's progress in meeting its goals since last year's Annual Plan submission.

HUD requires that we include comments on the Plan made by the Resident Advisory Board (RAB). By your March 13 meeting, staff will have met with the RAB and will present any comments the RAB has along with staff's responses.

Should your Commission receive public comments at the Public Hearing that require research or analysis before submitting the Annual Plan to HUD, staff will undertake those tasks prior to your April 10 meeting, and will 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.

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
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

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ~~xx~~ Annual PHA Plan for the PHA fiscal year beginning 7/1/2019, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the County of Alameda

PHA Name

CA067

PHA Number/HA Code

☒ Annual PHA Plan for Fiscal Year 2019

☐ 5-Year PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official

Mark Gerry

Title Housing Commission Chairperson

Signature

Date March 13, 2019

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: March 13, 2019

Subject: Annual Recertifications Contract Award

Exhibits Attached: Intergovernmental Agreement

Recommendation: Authorize Intergovernmental Agreement with Marin Housing Authority and Authorize Contract with Nan McKay & Associates for Conducting Annual Recertifications

Financial Statement: Maximum of \$209,000 from the Local Fund

BACKGROUND

The Housing Authority's Procurement Policy requires that procurement actions over \$150,000 be brought to your Housing Commission for award. HACA is in need of a qualified contractor to catch us up with the annual recertifications for the Section 8 Housing Choice Voucher (HCV) program. Staff proposes to enter into an Intergovernmental Agreement with the Marin Housing Authority so we can use the contractor that Marin procured for this purpose.

DISCUSSION AND ANALYSIS

Every year, all participants in the HCV program must have their eligibility for the program verified and the portion of the rent they pay reviewed and adjusted if their income has increased/decreased. HUD calls this process 'recertification.' Your Commission will recall that in 2018 we scored a High Performer rating on HUD's Section Eight Management Assessment Program (SEMAP) scoring system but received zero points for the recertification indicator due to the lateness of the annual recertifications.

When you approved our SEMAP submittal to HUD staff explained that our conversion to new housing software in September 2017 created numerous challenges. The software did not easily sync with our workflow system (our workflow is automated—we scan documents into our system and do not maintain paper files) and it took months to fix the problem. In fact, we are still doing a manual work around for portability documents and inspection reports. During this time we were not able to print recertification packets to send to over 600 participants. In addition, because our software conversion was especially problematic due to the required customization of every aspect of data conversion from HACA's former proprietary software,

data did not always properly convert, requiring that staff review each file to update demographic and disability-related information, and correct duplicate family member information. Further, staff could not perform recertifications for over 172 families who were between Housing Assistance Payment contracts without case-by-case intervention by the software support team. Finally, five staff who were integral in processing recertifications retired within the last year and it took time for new staff to be brought up to speed. All this caused us to fall behind with processing recertifications.

Staff from our Programs and Special Programs Departments are working diligently to address this issue and we believe that once we catch up we will be able to maintain our recertification workload. However, in order to catch up we require outside assistance.

Intergovernmental Agreement

HUD's Procurement Handbook and our Procurement Policy both provide for Cooperative Purchasing/Intergovernmental Agreements (CPIA). CPIAs allow one housing authority to use the procurement of another instead of conducting its own direct procurement for the same service. Per the handbook and policy, the decision to use such an approach is to be based on economy and efficiency.

HACA used a CPIA to retain CSG Advisors in 2013 to perform financial advisory services for our RAD application. In that instance we used a procurement done by the Tacoma (WA) Housing Authority and based our contract with CSG Advisors on Tacoma's contract with CSG. HACA also used a CPIA to retain Goldfarb & Lipman LLC for development legal services for our purchase of surplus Caltrans property for transfer to Eden Housing for affordable housing development. In that instance we used a procurement done by the Livermore Housing Authority and based our contract with Goldfarb & Lipman LLC on Livermore's contract with Goldfarb & Lipman.

Last year, the Marin County Housing Authority (MHA) conducted a procurement for offsite recertification and case management services and awarded a contract to Nan McKay & Associates. Nan McKay & Associates is recognized as one of the most effective, strategic, and compliance-focused organizations serving housing authorities, has staff with real-life professional experience in the affordable housing field and is a woman-owned company.

MHA has agreed that HACA may use its procurement of Nan McKay & Associates, and Nan McKay & Associates has agreed to enter into a contract with HACA based on its contract with MHA. The upcoming project with HACA will involve a portion of the full scope of services available in the original MHA contract, with a focus on conducting offsite recertifications.

Key Contract Terms

The scope of work will include, but is not limited to: obtaining remaining outstanding documents from participants; finalizing the annual recertifications in our housing software, including updating payment standards and utility allowances as necessary; mailing participants a notice of their new rent portion (which is generated from our software); initiating and responding to all

phone calls from participants; and notifying staff if fraud is suspected so staff can investigate. Nan McKay staff will conduct its work remotely (i.e., will not be onsite at HACA offices). HACA will manage some administrative tasks associated with the work, including receiving mail and scanning documents.

There are approximately 1,900 late recertifications. Staff anticipates that completion of the late recertifications will require four months but proposes entering into a contract with an initial one-year term so we are covered in the event of delays.

Nan McKay & Associates will perform work for HACA based on a fee of \$110 per recertification, which is based on the fees contained in the MHA contract for similar services. If all 1,900 recertifications are done, the total cost would be \$209,000. Funds are available in the Local Fund, which is used for special projects such as this.

RECOMMENDATION

Staff recommends that your Commission authorize the Executive Director to execute an Intergovernmental Agreement with Marin Housing Authority, including any non-substantive changes that may be required by MHA, and approve the contract with Nan McKay & Associates for conducting annual recertifications.

Contract No. _____

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
INTERGOVERNMENTAL AGREEMENT WITH THE MARIN HOUSING
AUTHORITY**

This Intergovernmental Agreement, hereinafter referred to as “Agreement,” dated as of March 13, 2019, is by and between the Housing Authority of the County of Alameda, hereinafter referred to as “HACA,” and the Marin Housing Authority, hereinafter referred to as “MHA.”

RECITALS

Whereas, the Housing Authority of the County of Alameda (“HACA”) operates in accordance with the Procurement Policy adopted by HACA, which Policy follows the requirements of the U.S. Department of Housing and Urban Development’s procurement handbook entitled HUD Handbook 7460.8 Rev2, dated February 2007; and

Whereas, HUD regulations allow housing authorities to enter into intergovernmental agreements for the purpose of simplifying and expediting the procurement process, all in order to result in cost savings to a housing authority; and

Whereas, the specific reference for such agreements is contained in the HUD Handbook 7460.8 Rev2, Chapter 14, Subsection 14.2.B, which states, “Types of intergovernmental agreements may include, but are not limited to....Purchasing supplies and services through a local, county or state government’s supply, service or equipment contractor” and 24.CFR 85.36(b)(5) which states, “To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for use of common goods and services; and

Whereas, HACA desires to obtain the services of a qualified contractor for remote Housing Choice Voucher (HCV) recertification services; and

Whereas, MHA procured Nan McKay & Associates to provide such services as described in Exhibit A hereto (“Contract No. C18022 between the Marin Housing Authority and Nan McKay & Associates”); and

Whereas, HACA believes and understands that MHA procured said services from Nan McKay & Associates in compliance with HUD procurement regulations; and

Whereas, HACA desires to use the services of Nan McKay & Associates pursuant to an intergovernmental agreement with MHA; and

Whereas, MHA agrees that HACA may use MHA’s procurement process and contract with Nan McKay & Associates for remote HCV recertification services for HACA;

Now, therefore, it is agreed by HACA and MHA (hereinafter referred to as the "Parties") that MHA does allow HACA to use said contract, on the General Terms and Conditions hereinafter specified in this Agreement, any Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Contract No. C18022 between the Marin Housing Authority and Nan McKay & Associates, dated December 1, 2018.

It is further agreed that the term of this Agreement shall be from the date first above written through November 30, 2023 unless extended or terminated by the Parties.

It is further agreed that no compensation shall be due MHA by HACA as a result of this Agreement. As indicated in the General Terms and Conditions herein, HACA shall be solely responsible for any and all payments for services rendered to HACA under this Agreement by Nan McKay & Associates.

The Parties hereto have executed this Agreement as of the day and year first above written.

**HOUSING AUTHORITY OF THE COUNTY OF
ALAMEDA**

MARIN HOUSING AUTHORITY

By: _____
Signature

By: _____
Signature

Name: Christine Gouig
(Printed)

Name: Lewis Jordan
(Printed)

Title: Executive Director

Title: Executive Director

Date: March 13, 2019

Date: _____

By signing above, each signer warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement he/she or the entity upon whose behalf he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **RELATIONSHIP OF THE PARTIES:** No relationship of contractor and contracted is created by this Agreement; it being understood and agreed that HACA is merely using MHA's contract with Nan McKay & Associates as indicated. HACA will draw up its own services agreement with Nan McKay & Associates that shall imply no financial, administrative or operational burden on MHA as a result of said agreement. HACA is not the agent or employee of MHA in any capacity whatsoever and neither HACA nor MHA shall be liable for any acts or omissions by Nan McKay & Associates towards the other party.
2. **INDEMNIFICATION:** HACA shall hold MHA harmless, defend and indemnify MHA, its Board of Commissioners, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services by Nan McKay & Associates for HACA under this Agreement.
3. **PAYMENT:** For services and expenses performed in accordance with this Agreement, payment shall be made by HACA to Nan McKay & Associates as provided for in any subsequent agreement between HACA and Nan McKay & Associates based on the Fee Proposal contained in Exhibit A hereto. In no way shall MHA be liable for payment of any services rendered by Nan McKay & Associates to HACA.
4. **OWNERSHIP OF DOCUMENTS:** HACA shall retain all copyright and other use rights in any and all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by HACA, Nan McKay & Associates, Nan McKay & Associates' sub-contractors or third parties at the request of HACA (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.
5. **NOTICES:** All notices, requests, demands or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service) with charges prepaid or charged to the

sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 4:30 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To HACA:	HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA 22941 Atherton Street Hayward, CA 94541 Fax 510-727-8554 Attn: Christine Gouig, Executive Director chrisg@haca.net
To MHA:	MARIN HOUSING AUTHORITY 4020 Civic Center Drive San Rafael, CA 94903 Fax 415-472-2186 Attn: Lewis Jordan, Executive Director ljordan@marinhousing.org

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Either party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

6. **TERMINATION:** HACA has and reserves the right to suspend, terminate or abandon the execution of any work by Nan McKay & Associates without cause at any time upon giving to Nan McKay & Associates prior written notice. In the event of exercising such termination, HACA shall so notify MHA. In the event that HACA should abandon, terminate or suspend the work of Nan McKay & Associates, Nan McKay & Associates shall be entitled to payment for services provided in any agreement it has with HACA prior to the effective date of said suspension, termination or abandonment. In no way shall MHA be responsible for payment to Nan McKay & Associates for any work done for HACA.

- 7. WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 8. ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between HACA and MHA relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified, supplemented or amended except by a written document signed by both Parties.
- 9. HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 10. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding **INDEMNIFICATION** (Paragraph 2) and **OWNERSHIP OF DOCUMENTS** (Paragraph 4) shall survive termination or expiration.
- 11. SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable or invalid provision.

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: March 13, 2019

Subject: Housing Quality Standards (HQS) Inspection Services Contract Award

Exhibits Attached: None

Recommendation: Award Contract for HQS Inspection Services

Financial Statement: \$150,000+ over 5 years

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. While this action is unlikely to exceed \$150,000 in the first year (we average about \$110,000), it will exceed \$150,000 if the contract is extended for another year. Therefore, it is being brought to your Commission for award.

DISCUSSION AND ANALYSIS

The Housing Choice Voucher (HCV) program requires that all units proposed to receive Section 8 rental subsidy be inspected before HACA can enter into a Housing Assistance Payments (HAP) contract with the owner. In addition, once a unit is receiving HAP, we must inspect it every two years (units in our Project-Based Voucher, Shelter Plus Care and Mod Rehab programs are inspected every year) as well as when we receive a complaint. When repairs are needed we may have to do a re-inspection. HUD requires the use of its inspection protocol, known as Housing Quality Standards (HQS), for all inspections.

We have two inspectors on staff who perform all initial inspections. Ongoing inspections have been conducted by contract inspectors for many years. As the contract with our inspection service was expiring, on February 1, 2019, staff issued a Request for Proposals (RFP) to provide HQS inspection services. The scope of work included, but was not limited to, providing services for initial inspections, annual inspections and re-inspections.

HACA received two proposals in response to the RFP. Proposals were evaluated by an internal evaluation panel consisting of three staff members. Evaluations were based on six specific criteria reflected in the RFP: 1) HQS inspection experience; 2) proposed price; 3) inspector hiring and training practices; 4) Minority Business Enterprise, Women's Business Enterprise, Disabled Veteran Enterprise and Small Business Enterprise status; 5) Section 3 participation; and 6) responsiveness to the RFP.

After a thorough review of both proposals, the scores were tabulated and the firm with the highest rating was I Sterling, Inc., who was rated the highest by each evaluator based on the criteria shown above.

Evaluation Results

Ranking	Score	Company Name	Inspection Service	Rate
1	89	I Sterling, Inc. Vallejo, California	Initial	\$28.00
			Annual	\$25.00
			Re-inspection	\$21.00
			No Show	\$13.00
2	82	Landmark Inspection Services, LLC Tryon, North Carolina	Initial	\$31.00
			Annual	\$30.00
			Re-inspection	\$20.00
			No Show	\$10.00

The ratings indicated each firm was competitive in terms of overall experience and inspector training and hiring practices. However, in addition to competitive pricing, I Sterling, Inc. has provided over five years of inspection services to HACA. Their experience and knowledge of HACA's software and reporting processes will provide a seamless transaction for a new contract term.

RECOMMENDATION

Staff recommends your Commission 1) award a contract to I Sterling, Inc. for HQS inspection services and 2) authorize the Executive Director to execute the contract and any ancillary documents that may be required. The initial contract term is for one year, with an option to extend in one-year increments not to exceed a total of five years. Funds are included in this year's HCV budget.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 13, 2019

Subject:	Amendment to MOU with Alameda County Behavioral Health Care Services
Exhibits Attached:	Attachment D: MOU Amendment
Recommendation:	Approve the Fourth Amendment to the MOU and ratify the Executive Director's execution of it on behalf of HACA
Financial Statement:	HACA's costs paid by BHCS per MOU

BACKGROUND

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

HACA manages the housing subsidy contracting and payment process of the program and our housing inspectors perform the initial and annual Housing Quality Standards inspections. Mental Health Services Act (MHSA) funds cover the monthly housing subsidy payments and the costs of managing the program. BHCS pays HACA for its services on a per participant basis, just as HUD pays us on a per unit basis. BHCS provides an expanded array of supportive services to clients along with the rental subsidy.

The initial program was called CHOICES and began in 2010. Your Commission approved an amendment to the MOU in 2012 to add the FACT (Forensic Assertive Community Treatment) Program. These programs provided a time-limited, fixed rate, monthly housing subsidy for up to 125 designed BHCS clients with serious mental health issues. In 2017, BHCS eliminated CHOICES and FACT as separate programs and merged them into a single MHSA Program as part of a second amendment to the MOU that your Commission approved in 2016. The amendment also created three new programs, including a project-based subsidy program for referrals from the Alameda County Health Care Services Agency/EveryOne Home-Home Stretch registry of literally homeless and disabled individuals. Most programs provided for the issuance of HACA vouchers to a portion of the graduates of these programs and in January 2017 your Commission approved a third amendment to the MOU that augmented the number of vouchers HACA could provide.

DISCUSSION AND ANALYSIS

BHCS and HACA now wish to implement the attached fourth amendment to the MOU (the attachment refers to it as the third amendment). Last year, the Alameda County Health Care Services Agency (HCSA) designated \$5 million of one-time funding it received from the State of California under the state's Whole Person Care Program to establish the Flexible Housing Subsidy Program (FHSP). The FHSP will create supportive housing units for homeless individuals with disabilities and homeless clients with histories of high health care utilization costs and poor health outcomes. The common goal of MHSA and Whole Person Care is to expand housing opportunities for households impacted by serious health issues. The County has identified supportive housing as a significant, unmet need and as a priority for MHSA and Whole Person Care local funding.

BHCS and the County were under a deadline last year to commit the \$5 million in Whole Person Care funds so the Executive Director signed an amendment to the MOU with BHCS at that time and the \$5 million for the program was deposited with us. Staff intended to bring a fourth amendment to your Commission the following month but neglected to do so. We are, therefore, correcting that error and bringing it to you now.

Pursuant to this amendment HACA will use the \$5 million to maintain a project-specific, capitalized operating subsidy reserve or set-aside account for each designated housing project to subsidize supportive housing units for at least 10 years. HACA will enter into a written contract with each developer/owner that establishes the terms of the capitalized operating subsidy reserve, with the approval of BHCS. HACA will also make payments to non-profit, master lease holders of transitional housing units, as well as private landlords that agree to rent to participants of the program. BHCS will provide administrative support on behalf of HCSA and act as HCSA's liaison to HACA with respect to this funding.

The term of this MOU is from May 1, 2018 to December 31, 2020 and will continue until cessation, termination, and/or replacement by a subsequent MOU covering the same subject matter.

RECOMMENDATION

Staff recommends that you authorize the Executive Director to execute the amendment to the MOU with BHCS. In addition, staff recommends that you authorize the Executive Director to execute future amendments to the MOU. As evidenced by the number of amendments, BHCS fine-tunes and/or augments its programs based on need and on the success/non-success of its programs. This is in no way a criticism of BHCS-- staff is pleased that BHCS does this because the most immediate needs are addressed and workable solutions are quickly implemented. However, to delay implementation for what can be minor changes so the matter can be brought to your Commission seems inefficient. In addition, staff would like HACA to be as nimble as BHCS is in adapting to the needs of the program participants. Staff would keep your Commission apprised of any changes by reporting to you at your next meeting after any amendment is executed.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 13, 2019

Subject: Scholarship Committee Appointments

Exhibits Attached: None

Recommendation: Appoint Committee Members

BACKGROUND

Every year, the HACA Scholarship Program provides an opportunity for participants of the Family Self-Sufficiency (FSS) program and for tenants of HACA's instrumentality, Preserving Alameda County Housing, Inc. (PACH), to apply for a scholarship that can be used to pay eligible expenses related to their education. The total to be awarded is \$17,500, which includes the \$2,500 Don Biddle Memorial Scholarship established by your Commission in March 2018.

Your Commission needs to appoint a Scholarship Committee for 2019 to work with staff on reviewing this year's scholarship applications and making award recommendations to the Commission for final approval. Commissioners Buckholz, Gacoscas and Patz served on last year's committee and may serve again if they so choose or new members may be appointed. The Scholarship Committee usually has one meeting via telephone, although there is quite a lot of reading involved as the Committee must review all applications that are submitted.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 13, 2019

Subject:	Quarterly Investment Portfolio Report
Exhibits Attached:	Investment Portfolio Report for Quarter ended December 31, 2018
Recommendation:	Receive Report
Financial Statement:	\$17,192,505 invested at an Average Annual Yield ranging from 2.16% to 2.44% (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, 2018 for each program that HACA administers. \$11.52M, or 67% of the total portfolio, is invested in Union Bank commercial paper, \$2.44M, or 14% of the total, in various issuers' certificates of deposit (CD) and \$3.23M, or 19% of the total, 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 combined with HACA being in shortfall and the dwindling balance of Unrestricted Net Position (UNP) has made even short-term investment infeasible.

The Housing Development Fund has a total investment of \$3.23M, which is 19% of the total investment portfolio and entirely in LAIF.

PACH has a total investment of about \$7.91M, which is 46% of the total investment portfolio. Funds for replacement reserves in the amount of \$2.45M are invested in ladder long-term CDs (maturities in 2-5 years).

Ocean Avenue and Park Terrace investments are 2% and 7% of the total investment, respectively. The Health Care Services Agency (HCSA) Flexible Housing Subsidy Program has \$4.71M, which is 27% of the total investment.

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, 2018**

PROGRAM NAME	TYPE OF ACCOUNT	AMOUNT	INTEREST RATE	MATURITY DATE
PACH	Union Bank N.A. Commercial Paper	\$ 5,466,755.97	various	various
PACH - RAD	Certificate of Deposits (various issuers)	\$ 2,445,000.00	various	2-5 years
Ocean Avenue	Union Bank N.A. Commercial Paper	\$ 188,860.00	2.26358%	1/22/19
Park Terrace	Union Bank N.A. Commercial Paper	\$ 1,153,040.00	2.26358%	1/22/19
HCSA	Union Bank N.A. Commercial Paper	\$ 4,711,206.00	2.44000%	various
	Sub-total	\$ 13,964,861.97		
Housing Dev Fund	State of CA - Local Agency Investment Fund	\$ 3,227,643.19	2.16000%	N/A
TOTAL		\$ 17,192,505.16		

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


Christine Gould
Executive Director

3-6-19
Date

BUDGET STATUS **REPORT**

Housing Authority of Alameda County
HOUSING CHOICE VOUCHER
Administrative Budget Status Report FYE June 30, 2019
January 2019

FY 2019 - HCV OPERATING BUDGET	Budgeted @ 1/30/2019	Actual @ 1/30/2019	OVER (UNDER)	PROJECTED 6/30/2019	SCH. NO.	2018 BUDGET	2019 BUDGET	DIFFERENCE
INCOME								
Investment Income	292	0	(292)	0	A1	500	500	0
Misc. Income	191,052	163,950	(27,103)	248,056	A1	326,000	327,518	1,518
Grant Income	0	0	0	0				0
Administrative Fee Income	4,051,867	4,113,701	61,834	7,122,821	A	6,634,582	6,946,058	311,476
TOTAL INCOME	4,243,211	4,277,650	34,439	7,370,877		6,961,082	7,274,076	312,994
EXPENSES								
Administration					B-1&2			
Salaries	(2,315,303)	(2,378,327)	(63,024)	(4,122,434)	C-1&2	(3,759,964)	(3,969,090)	(209,126)
Other Admin.	(989,072)	(871,757)	117,315	(1,494,440)		(1,593,691)	(1,695,551)	(101,860)
Total	(3,304,374)	(3,250,084)	54,290	(5,616,874)		(5,353,655)	(5,664,641)	(310,986)
General					E			
Insurance	(130,965)	(92,121)	38,844	(157,922)		(224,697)	(224,511)	186
Employee Benefits	(1,319,722)	(1,331,693)	(11,971)	(2,282,903)		(2,143,179)	(2,262,381)	(119,202)
Miscellaneous	0	0	0	0		0	0	0
Total	(1,450,687)	(1,423,815)	26,873	(2,440,825)		(2,367,876)	(2,486,893)	(119,017)
Total Routine Expenses	(4,755,062)	(4,673,899)	81,163	(8,057,699)		(7,721,531)	(8,151,534)	(430,003)
Capital Expenditures	0	0	0	0	D2	0	0	0
TOTAL EXPENSES	(4,755,062)	(4,673,899)	81,163	(8,057,699)		(7,721,531)	(8,151,534)	(430,003)
Income (Deficit)						(760,449)	(877,458)	
NET INCOME (DEFICIT)	(511,851)	(396,248)	115,602	(686,822)		(760,449)	(877,458)	(117,010)

Unrestricted Net Position @ 6/30/18
 Budgeted Income (Deficit) FYE 6/30/19
 Projected Unrestricted Net Assets @ 6/30/19

\$ (7,764,393)
 (877,458)
\$ (8,641,852)

	Op. Res w/o GASB 68 - pension	GASB 68 - Pension	Total
UNP @ 6/30/17	1,144,448	(7,569,654)	(6,425,207)
Loss @ 6/30/18-unaudited	(219,165)	(1,120,022)	(1,339,187)
UNP @ 7/1/18-unaudited	925,282	(8,689,676)	(7,764,393)
Budgeted Loss @ 6/30/19	(877,458)	(1,100,000)	(1,977,458)
Est. UNP @ 6/30/19	47,824	(9,789,676)	(9,741,852)

PROGRAM ACTIVITY

REPORT

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 13, 2019

Subject: Programs Activity Report

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

Recommendation: Receive Report

Financial Statement: None

SECTION 8 HOUSING CHOICE VOUCHERS

- **Lease-Up:** As of March 1, 2019, the Section 8 Housing Choice Voucher program had 5,980 units under contract. This number includes HACA vouchers and portability clients for which we are being billed by the receiving housing authority, but excludes portability clients for which we are billing the initial housing authority. We are reducing the number of vouchers as required by the HUD shortfall team.
- **HCV Program Utilization:** As of March 1, 2019, the average HAP subsidy was \$1,650 and the average tenant-paid rent portion was \$523 for an average Contract Rent of \$2,173. These amounts include HACA vouchers, but do not include incoming and outgoing portability clients.
 - ❖ As of March 1, 2019, HACA had 140 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
 - ❖ As of March 1, 2019, HACA billed other housing authorities for 512 incoming portability contracts.
 - ❖ As of March 1, 2019, 218 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 Reports:** Copies of the Contract Reports are attached. The Section 8 Contract and HAP Report includes HACA certificates, HACA vouchers and portability clients for which we are billing the initial housing authority. The Section 8 Average Contract Rent Report includes HACA vouchers and portability clients for which we are billing the initial housing authority.

- **Landlord Rental Listings:** As of March 4, 2019, there were 41 active properties listed. Five new landlords were added to the Section 8 program in February.
- **HCV Housing Quality Standards (HQS) Abatements:** During the fourth quarter of 2018, HACA scheduled 896 annual inspections. Of those, 722 (81%) passed inspection the day they were inspected, 52 (6%) failed inspection, and 122 (14%) were “no shows” that had to be rescheduled. Additionally, HACA abated two HAP contracts in Q4 2018 for non-compliance with HQS.

FAMILY SELF SUFFICIENCY (FSS)

In January, the FSS Department concentrated on auditing its participant files in order to review their successes for the year. The FSS department achieved some great outcomes in 2018.

- Forty new people enrolled into FSS.
- Eleven households successfully graduated from the FSS program with \$276,066 in escrow funds disbursed to those graduates.
- Fifteen participants earned promotions at their current job or secured a new job.
- Three participants achieved educational milestones by obtaining their Associates degree, Master’s degree, or Real Estate license.
- Two households purchased homes of their own without Section 8 HCV homeownership assistance.

In February, the FSS Department hosted an information session on a transportation program that helps low-income, credit challenged individuals obtain used car loans for up to \$15,000 at a maximum 8% interest rate with an additional \$5,000 grant for purchases of electric or hybrid vehicles. The information session was well attended with 19 FSS participants.

Also, in February, the FSS Department held two orientations for prospective participants with 40 Housing Choice Voucher participants in attendance.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Contract and HAP Report for the Month of January 2019

	Certificates		Vouchers		JANUARY 2019 TOTAL			
City	Number	HAP*	Number	HAP**	Number	HAP	JANUARY 2018	JANUARY 2017
		based on avg		based on avg				
		\$ 1,467		\$ 1,572				
Albany	0	\$0	15	\$23,580	15	\$23,580	21	27
Castro Valley	6	\$8,802	218	\$342,696	224	\$351,498	211	209
Dublin	3	\$4,401	399	\$627,228	402	\$631,629	395	350
Emeryville	5	\$7,335	145	\$227,940	150	\$235,275	155	128
Fremont	23	\$33,741	1,034	\$1,625,448	1,057	\$1,659,189	1,059	1,069
Hayward	46	\$67,482	1,911	\$3,004,092	1,957	\$3,071,574	1,974	2,025
Newark	5	\$7,335	210	\$330,120	215	\$337,455	206	222
Pleasanton	4	\$5,868	212	\$333,264	216	\$339,132	197	114
San Leandro	11	\$16,137	1,320	\$2,075,040	1,331	\$2,091,177	1,345	1,469
San Lorenzo	2	\$2,934	192	\$301,824	194	\$304,758	201	199
Union City	3	\$4,401	711	\$1,117,692	714	\$1,122,093	733	730
TOTALS	108	158,436	6,367	10,008,924	6,475	10,167,360	6,542	6,388

* Based on an average January Housing Assistance Payment (HAP) of \$1,467 per certificate contract

**Based on an average January Housing Assistance Payment (HAP) of \$1,572 per voucher contract

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Contract and HAP Report for the Month of February 2019

	Certificates		Vouchers		FEBRUARY 2019 TOTAL			
City	Number	HAP*	Number	HAP**	Number	HAP	FEBRUARY 2018	FEBRUARY 2017
		based on avg		based on avg				
		\$ 1,744		\$ 1,674				
Albany	0	\$0	15	\$25,110	15	\$25,110	20	23
Castro Valley	6	\$10,464	218	\$364,932	224	\$375,396	211	204
Dublin	4	\$6,976	402	\$672,948	406	\$679,924	398	350
Emeryville	5	\$8,720	143	\$239,382	148	\$248,102	154	156
Fremont	23	\$40,112	1,035	\$1,732,590	1,058	\$1,772,702	1,066	1,064
Hayward	45	\$78,480	1,909	\$3,195,666	1,954	\$3,274,146	1,966	1,981
Newark	5	\$8,720	209	\$349,866	214	\$358,586	211	209
Pleasanton	4	\$6,976	213	\$356,562	217	\$363,538	205	114
San Leandro	10	\$17,440	1,307	\$2,187,918	1,317	\$2,205,358	1,348	1,406
San Lorenzo	2	\$3,488	190	\$318,060	192	\$321,548	203	204
Union City	3	\$5,232	704	\$1,178,496	707	\$1,183,728	730	754
TOTALS	107	186,608	6,345	10,621,530	6,452	10,808,138	6,512	6,465

* Based on an average February Housing Assistance Payment (HAP) of \$1,744 per certificate contract

**Based on an average February Housing Assistance Payment (HAP) of \$1,674 per voucher contract

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Average Contract Rent Report for the Month of January 2019

City	Number of HAP Contracts (HCV Only)	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	15	\$1,693	\$1,345	\$348	21%
Castro Valley	218	\$2,192	\$1,697	\$494	23%
Dublin	399	\$1,991	\$1,536	\$455	23%
Emeryville	150	\$1,730	\$1,227	\$495	29%
Fremont	1,034	\$2,340	\$1,831	\$510	22%
Hayward	1,924	\$2,085	\$1,578	\$507	24%
Newark	210	\$2,566	\$1,900	\$666	26%
Pleasanton	212	\$1,806	\$1,391	\$415	23%
San Leandro	1,320	\$2,127	\$1,598	\$527	25%
San Lorenzo	192	\$2,354	\$1,775	\$580	25%
Union City	711	\$2,389	\$1,833	\$556	23%

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

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**Section 8 Average Contract Rent Report for the Month of February 2019**

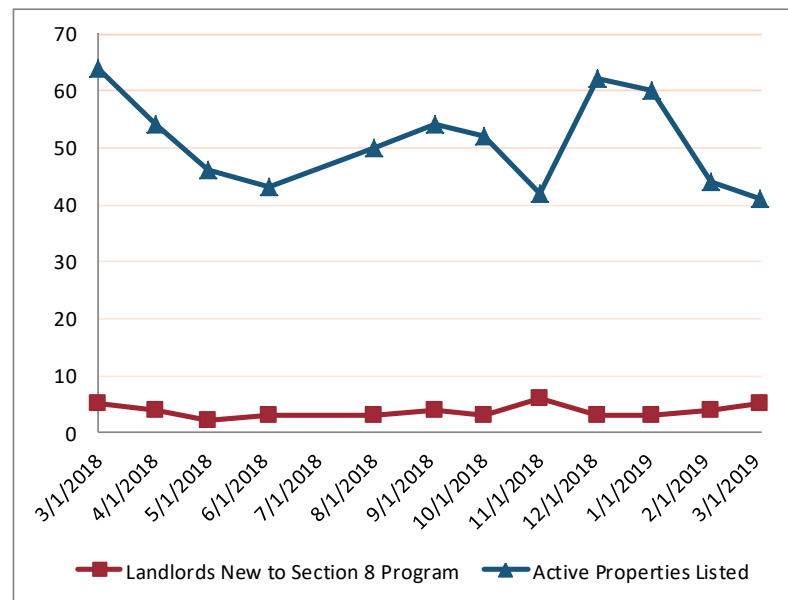
City	Number of HAP Contracts (HCV Only)	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	15	\$1,693	\$1,350	\$343	20%
Castro Valley	218	\$2,207	\$1,711	\$496	22%
Dublin	402	\$2,002	\$1,561	\$442	22%
Emeryville	143	\$1,755	\$1,250	\$496	28%
Fremont	1,035	\$2,351	\$1,845	\$506	22%
Hayward	1,909	\$2,106	\$1,604	\$502	24%
Newark	209	\$2,575	\$1,922	\$653	25%
Pleasanton	213	\$1,808	\$1,399	\$408	23%
San Leandro	1,307	\$2,133	\$1,618	\$514	24%
San Lorenzo	190	\$2,359	\$1,783	\$576	24%
Union City	704	\$2,397	\$1,843	\$554	23%

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

Landlord Rental Listing Report

Monthly

	3/1/2018	4/2/2018	5/1/2018	6/4/2018	8/1/2018	9/4/2018	10/1/2018	11/1/2018	12/3/2018	1/2/2019	2/4/2019	3/4/2019
Landlords New to Section 8 Program	5	4	2	3	3	4	3	6	3	3	4	5
Active Properties Listed	64	54	46	43	50	54	52	42	62	60	44	41





To: Christine Gouig, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
CC: Linda Evans, Phyllis Harrison, Mary Sturges, Vannessa Kamerschen
Date: January 28, 2019

Program Summary	January 2019
Total Clients Under Contract:	193
MDRC:	100
Graduates:	0
Escrow Disbursed:	\$0
Ports In:	0
Ports Out:	0
Terminations:	0
New Contracts:	1

FSS PROGRAM NEWS:

At A Glance - 2018 FSS Program Outcomes

The FSS team provided employment and social services information and referrals to approximately 215 households in 2018. Listed below are program outcomes for the year:

- 40 people enrolled into FSS and signed Contracts of Participation (COP's).
- 11 participants successfully graduated the FSS program.
- \$276,066 in escrow account funds were disbursed to FSS graduates.
- 16 participants earned promotions at their job or secured a new job.
- 2 participants earned a Master's degree.
- 1 participant obtained an AA degree.
- 1 participant obtained US citizenship.
- 1 participant obtained a Real Estate license.
- 1 participant purchased a home and relinquished their Section 8 voucher.
- 1 participant sold the 2-bedroom condo she purchased in 2015 through our Section 8 Homeownership program and bought a 4-bedroom house in Tracy without the use of her Section 8 voucher. She was able to take advantage of all that FSS has to offer, building family wealth and assets.

Case Management Referrals = 12

Job Referrals = 119



To: Christine Gouig, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
CC: Linda Evans, Phyllis Harrison, Mary Sturges, Vannessa Kamerschen
Date: March 4, 2019

Program Summary	February 2019
Total Clients Under Contract:	197
MDRC:	100
Graduates:	0
Escrow Disbursed:	\$0
Ports In:	0
Ports Out:	0
Terminations:	0
New Contracts:	8

Workshops

On Saturday, February 16, 2019, the FSS team hosted an informational session on a transportation program administered by the Community Housing Development Corporation (CHDC). The CHDC transportation program helps low-income, credit challenged individuals obtain used car loans for up to \$15,000 at a maximum 8% interest rate. The CHDC presenter informed FSS participants about the additional benefits of purchasing electric and hybrid vehicles—if a borrower purchases an electric or hybrid vehicle, CHDC will provide an additional \$5,000 grant. There were 19 FSS participants in attendance.

Program Coordinating Committee Meeting (PCC)

On Wednesday, February 20, 2019, the FSS team held a PCC meeting. The PCC consists of Alameda County agencies, non-profit organizations and FSS participants. Its purpose is to offer guidance and strengthen our FSS program. The PCC members provided program updates and shared valuable information.

FSS Orientations

During the month of February, the FSS program held two orientations for prospective participants. In total, 40 Housing Choice Voucher participants attended.

Case Management Referrals = 13
Job Referrals = 129

ATTACHMENT A



HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

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HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

I. PURPOSE

The purpose of this Heat Illness Prevention Program is to:

- A. Prevent or minimize the risk for heat illness resulting from exposure to warm weather working conditions;
- B. Comply with Cal/OSHA standards for the prevention of heat illness; and
- C. Provide employees with adequate information in order to enable them to recognize heat illness and take preventive measures to ensure their own safety and the safety of others.

The Housing Authority of the County of Alameda's (HACA) Heat Illness Prevention Program is in compliance with Cal/OSHA's requirements set forth in the *California Code of Regulations, Title 8 (8 CCR), Section 3395* and is also consistent with the requirements of Cal/OSHA's Injury and Illness Prevention Program as set forth in *8 CCR, Section 3204*.

This Program demonstrates HACA's commitment to provide a safe workplace for all employees and establishes effective methods for minimizing the risk for heat illness as required by Cal/OSHA.

II. SCOPE OF PROGRAM

This Program applies to all employees but most specifically to those employees whose primary job assignment involves working outdoors and who, therefore, are potentially exposed to environmental risk factors. These job classifications are identified as follows:

CLASSIFICATION	TASKS
Facilities Manager	Inspecting residential housing
Housing Inspector	Inspecting residential housing
Housing Maintenance Worker II	Cleaning/repairing residential housing
Property Aides	Cleaning/inspecting residential housing

HACA's Heat Illness Prevention Program consists of the following key steps in preventing heat-related illnesses that may occur to employees working outdoors:

- Identifying outdoor work environments and conditions;
- Monitoring weather conditions;
- Monitoring employee acclimatization for working outdoors in heat;
- Providing clean drinking water;
- Providing adequate shade;
- Addressing high-heat procedures;



HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

- Handling an ill employee and initiating emergency procedures; and
- Providing supervisor and employee training.

III. RESPONSIBILITIES

A. Human Resources

The Human Resources Manager is the Heat Illness Prevention Program Administrator. The Administrator has the overall responsibility for the assignment and utilization of resources necessary for the maintenance of an effective program. Specific responsibilities include:

- Prepare and maintain a written program that complies with the requirements of applicable Cal/OSHA standards;
- Demonstrate knowledge in heat illness prevention;
- Provide initial and annual training to employees whose primary job is to work outdoors; and
- Maintain all required Heat Illness Prevention Program records.

B. Managers

Managers are responsible for supporting the Program Administrator and to ensure compliance. Additional responsibilities include:

- Allocating resources and support to implement this program;
- Ensuring that employees whose primary job is work outdoors receive the required training on the associated hazards, heat illness prevention and first aid;
- Reviewing HACA's Heat Illness Prevention Program prior to assignment of employees who will be working outdoors;
- Monitoring the weather forecast when environmental risk factors create the possibility for heat illness as provided in Section IV, below;
- Documenting incidents of heat exposure and coordinating proper follow-up with the Human Resources Department;
- Ensuring that all communication devices (e.g. cell phones) are functional; and
- Ensuring that fleet vehicle HVAC systems are in good operating condition.

C. Affected Employees

Employees whose job classification requires them to work outdoors (see chart above) are potentially affected employees and must comply with the provisions of this Heat Illness Prevention Program. Affected employees must also:

- Attend the mandatory annual heat illness prevention training;
- Take responsibility for their own safety and assist co-workers who also work outdoors, if necessary;



HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

- Ensure that drinking water is available at all times when the environmental risk factors for heat illness are present; and
- Ensure that shade and/or cooling areas are available to prevent or recover from heat-related symptoms.

D. Notification Procedures

- In the event an employee experiences signs or symptoms of heat illness while working, the employee or a co-worker shall contact **9-1-1** and provide the specific location of the ill employee;
- As soon as the affected employee is able, the employee shall notify their manager and complete an incident report for workers' compensation purposes – this is required even if the incident only required first aid and no medical treatment was needed;
- Managers shall complete a Supervisor's Report of Employee Injury after receiving an employee's incident report and submit it to Human Resources within twenty-four (24) hours of receiving the employee's incident report; and
- Human Resources shall complete the workers' compensation reporting process and notify HACA's claims administrator within twenty-four (24) hours of receiving the employee's incident report.

IV. WEATHER MONITORING

A. Weather Forecast

When environmental risk factors create the possibility for heat illness, managers who have employees working outdoors will monitor the two-week forecast for the work area. The forecasted temperature and humidity for the worksite will be compared with the National Weather Service's Heat Index (see Attachment 1) to evaluate the risk level for heat illness. Temperatures which require warnings according to the Heat Index must be lowered as much as 15 degrees if potentially affected employees will be working in direct sunlight.

Weather information will be obtained by accessing:

- National Weather Service at www.weather.gov.
- California Dial-A-Forecast – for the San Francisco area 831-656-1275 (#1)

Based on the weather forecast, work schedules will be planned in advance and schedule modifications will be made accordingly, especially if a heat wave is expected. This monitoring will take place when warm weather is anticipated (temperatures above 85°F).

B. Weather Monitoring Prior to Workday During Times of Risk

Prior to each workday when warmer weather is anticipated, a manager will be responsible for monitoring the weather at the worksite using www.weather.gov. This weather



HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

information will be taken into consideration to determine when it will be necessary to make modifications to work schedules (such as stopping work early, rescheduling, working later in the evening or during the cooler hours of the day, and increasing the number of water and rest breaks). Once the temperature **equals or exceeds 95°F**, additional preventive measures will be implemented as provided in Section V.D., below.

V. HEAT ILLNESS PREVENTION PROGRAM COMPONENTS

A. Employee Acclimatization

Acclimatization refers to the physical adaptation process that occurs when an individual accustomed to working in a cool environment is exposed to a hot environment. Any individual may develop signs of a significant strain such as abnormally high body temperature, pounding heart and other signs of heat stress when beginning to work in a hot environment. Usually, on each succeeding day in the hot environment, the individual's ability to adjust to the hot environment improves and the signs of discomfort and strain diminish. After a period of a week, no difficulty should be expected.

A period for employee acclimatization shall be provided when there are sudden heat waves or increases in temperature to which employees are unaccustomed. Cal/OSHA defines "heat wave" as "any day in which the predicted high temperature will be at least 80°F **and** at least 10°F higher than the average daily high in the preceding five (5) days."

The following acclimatization methods will be provided when there is a heat wave or sudden increase in temperature:

- The workday may be cut short or work rescheduled for another day;
- During the summer months, an employee's shift may start earlier in the day or later in the evening to reduce exposure; and
- If an employee begins to experience symptoms of heat illness, the employee may stop work and get water and rest for a period in a cooler place until symptoms subside.

Generally, heat acclimatization requires a minimum daily heat exposure of about two (2) hours of work outdoors where the length of outdoor work is gradually increased each day until an appropriate schedule adapted to the required activity level for the work environment is achieved. This will allow employees to acclimate to conditions of heat while reducing the risk of heat illness. Heat acclimatization is variable depending on such factors as: the physical exertion required to perform job tasks, physical conditioning of the employee and outdoor temperature.



HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

B. New Employee Acclimatization

For new employees in the identified classifications that work primarily outdoors, the manager will try to find ways to lessen the intensity of work during the two-week break-in period. The manager will:

- Stay alert to the presence of heat-related symptoms; and
- Assign new employees a “buddy” or experienced co-worker to watch for possible signs or symptoms of heat illness.

C. Heat Illness Control Measures

Cal/OSHA adopted the three (3) primary control measures that OSHA identified for the prevention and/or reduction of heat illness symptoms. These control measures shall be accessible to employees whenever environmental risk factors for heat illness exist.

1. Water

Fresh, suitably cool (below ambient but not ice cold) potable drinking water shall be provided at the beginning of each work shift so each employee can remain hydrated throughout the workday. Employees will be encouraged to drink sufficient amounts of water (at least one quart per hour) when the work environment is hot and employees are likely to be sweating more than usual in the course of their duties. Employees should understand that thirst is not an effective indicator of the need for water to maintain proper hydration.

When employees do not have access to continuously supplied water and water cannot readily replenished during the shift, enough water at the start of the shift will be provided in containers that keep the water suitably cool so each employee has access to one quart of water or more per hour.

Drinking water and water dispensers shall meet the following requirements:

- All sources of drinking water shall be maintained in a clean and sanitary condition;
- Drinking water must always be kept cool; when temperatures exceed 90°F it is recommended that ice be provided to keep the water cool;
- Potable drinking water dispensers used to provide water to more than one person shall be equipped with a spigot or faucet;
- Any container used to store or dispense drinking water shall be clearly marked as to the nature of its contents and shall not be used for any other purpose;
- Dipping or pouring drinking water from containers such as barrels, pails or tanks is prohibited regardless of whether or not the containers are fitted with covers;



HEAT ILLNESS PREVENTION PROGRAM

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- The use of shared cups, glasses or other vessels for drinking purposes is prohibited;
- Non-potable water shall not be used for drinking; and
- Outlets for non-potable water shall be posted in a manner understandable to all employees that the water is unsafe for drinking.

2. Rest

The purpose of rest periods for preventing symptoms of heat illness is to allow the body to cool-down. These rest periods are known as “preventive cool-down rest” and employees must be allowed to rest when experiencing signs and/or symptoms of heat illness. The preventive cool-down rest can last for as long as needed until symptoms subside. However, the preventive cool-down rest is not a substitute for medical treatment. Cal/OSHA does not specify a time limit for preventative cool-down rest and employees have the responsibility for using these rest periods in a reasonable manner.

3. Shade

When the outdoor temperature in the work area exceeds 80°F, access to a shaded area must be provided to employees who are working outdoors. Shaded areas shall accommodate all employees who are on a preventive cool-down rest period, regular breaks and meal periods. Shaded areas must meet the following standards:

- Be open to the air or provided with ventilation or cooling;
- Be as close to the work area as practicable – usually this means that shade must be reachable within a 2½ minute walk but in no case more than a ¼ mile or a 5-minute walk;
- Canopies, umbrellas or tents may be used to provide shade so long as they block direct sunlight;
- Trees and other dense vegetation can provide shade if there is a substantial blockage from direct sunlight; and
- Shaded areas must allow employees to be able to rest without contact with bare soil.

The interior of a vehicle may be used to provide shade if the vehicle is air-conditioned and the air conditioner is operating. Since HACA employees who are required to work primarily outdoors (identified in Section II., above) are assigned a HACA fleet vehicle for transportation to their field location, they are able to use their fleet vehicle as a primary source of shade and for preventive cool-down rest.

D. High Heat Procedures (95°F)

High heat procedures are additional preventative measures required by Cal/OSHA that HACA will take when the temperature equals or exceeds 95 degrees Fahrenheit (95°F). During periods of high heat, it is crucial that employees be monitored for early signs and

HEAT ILLNESS PREVENTION PROGRAM

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symptoms of heat illness. A manager will be available so employees at work sites in the field can contact the manager. The manager will remind employees to drink plenty of water throughout the work day and take preventive cool-down rest/recovery breaks when needed. In addition, the manager will make sure employees are monitored by implementing one or more of the following:

- Assign a buddy system where employees stay in contact with each other throughout the day and are directed to immediately report any signs or symptoms of heat illness to their manager; or
- Contact employees who work alone on a frequent basis to ensure the employee is ok; or
- Ensure that effective communication by voice, observation or electronic means is maintained.



E. Emergency Procedures

If an employee displays *possible* signs of heat illness, medical attention should be sought immediately. Common early signs and symptoms of heat illness include:

EARLY SIGNS OF HEAT ILLNESS	
headaches	muscle cramps
unusual fatigue	disorientation
rapid heart beat	profuse sweating
nausea	vomiting

Progression to more serious illness can be rapid and can include the loss of consciousness. Any employee exhibiting any of these symptoms requires immediate attention. Even the initial symptoms may indicate serious heat exposure and medical personnel should be summoned by calling 9-1-1. No employee with these symptoms should be left unattended or sent home without medical assessment and authorization.

Employees who are experiencing any signs or symptoms of heat illness should do the following if able and if unable to do so just **call 9-1-1:**

 IMMEDIATE FIRST-AID MEASURES 	
move to a cooler/shaded area	remove layers of clothing
fan and mist with water	apply ice (ice bags or ice towels)
drink cool water if able to do so	sit in fleet vehicle with air on
call a manager	

If feasible, the manager will designate someone to physically go to the work site of the ill employee and wait for emergency personnel.



HEAT ILLNESS PREVENTION PROGRAM

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VI. RISK FACTORS AND PREVENTIVE MEASURES

A. Risk Factors

1. Personal Factors

Age:	Very young and the elderly are more at risk.
Health and fitness:	Weight, lack of fitness and other health conditions are risk factors (e.g., heart conditions).
Stress:	Both mental and physical stress are risk factors.
Dehydration:	The amount of water to stay hydrated depends on health fitness and environmental factors.
Alcohol:	The amount of alcohol consumption amounting to a risk factor varies with the individual.
Certain drugs:	Certain medications (e.g., antihistamines, blood pressure, hormones) can increase the risk for heat illness. Employees should check with their physician about medications and heat illness risk.
Acclimatization:	Lack of acclimatization to hot weather can increase the risk for heat illness.

2. Job-Related Factors

Duration of activity:	Length of time without rest.
Metabolic load:	How strenuous the work is that is being performed.
Personal Protective Equipment (PPE):	Wearing heavy attire or layers of clothing.

3. Environmental Factors

Temperature:	How hot the outdoor temperature is in degrees.
Humidity:	The amount of moisture in the air.
Air velocity:	How much air movement is in the atmosphere.
Radiant heat:	Sunlight, reflective light, ground temperature.

B. Prevention

1. Core Elements of Prevention

WATER	REST	SHADE
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2. Other Preventive Measures

Acclimate yourself:	It takes several days of being exposed to hot weather
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HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

	and working outdoors to become accustomed to it. Begin with short durations of hot weather work and gradually increase your exposure time to allow your body to acclimate to the weather.
Schedule work tasks accordingly:	Schedule more vigorous outdoor tasks for cooler times of the day. Work and rest schedules should be adjusted in correlation to increasing temperatures.
Monitor the weather:	Check the forecast and review the Heat Index (see Attachment 1). The Heat Index indicates when combinations of heat and humidity can be dangerous for employees.
Wear lightweight clothing:	Wear loose fitting, light-colored and lightweight clothing that is able to “breathe” such as cotton.
Protect yourself:	Use a hat or umbrella to protect yourself from the direct sun when possible. Use sunscreen and relocate working areas to the shade if possible.
Monitor co-workers:	If you are working with a co-worker, check occasionally to see if they are showing any signs or symptoms of heat illness.

VII. TRAINING

A. Employees

HACA will provide training to all employees who primarily work outdoors and, therefore, are at risk for exposure to heat related illness. Training is provided as follows:

- The environmental and personal risk factors for heat illness, as well as the added burden of heat load on the body caused by exertion, clothing, and personal protective equipment;
- Procedures for complying with the requirements of the heat illness prevention regulation including Cal/OSHA’s 3 core elements of prevention;
- The importance of frequent consumption of small quantities of water;
- The importance of acclimatization;
- The different types of heat illness and the common signs and symptoms of heat illness;
- The importance of employees immediately reporting symptoms or signs of heat illness for themselves and co-workers;
- Specific procedures for responding to possible heat illness, including how emergency medical services will be provided should they become necessary;
- Specific procedures for contacting emergency medical services and, if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider;



HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

- Procedures for designating a person to be available to ensure emergency procedures are invoked when appropriate; and
- Specific procedures for ensuring clear and precise directions to the work site will be provided as needed to emergency responders.

B. Managers

In addition to obtaining the training required for employees who primarily work outdoors (listed in Section II., above), managers will be trained prior to being assigned to supervise employees who work outdoors. Training will include:

- All information provided during employee training;
- Procedures for preventing heat illness, including monitoring weather reports; and how to respond to hot weather advisories;
- Information about how to identify heat illness; and
- Steps to take for emergency response to heat illness.

VIII. PROGRAM REVIEW AND UPDATE

HACA's Heat Illness Prevention Program is reviewed annually and updated as needed. Updates may take place when there are:

- New or modified tasks that affect occupational exposure to heat illness;
- New or revised job position(s) that involve working primarily outdoors;
- Reviews and evaluations of heat illness incidents that have occurred since the previous update; and
- Reviews and responses to information indicating the existing Heat Illness Prevention Program is deficient in any area.

IX. DISSEMINATION OF HEAT ILLNESS PREVENTION PROGRAM

Employees who are identified in Section II., above shall receive a copy of HACA's Heat Illness Prevention Program when they are hired and during any subsequent training. This Program may be updated from time to time and redistributed with a form for the employee to sign and return, acknowledging that they have received, read and understand it.

Attachments:

The documents listed below are attachments that are hereby incorporated by reference to be a part of HACA's Heat Illness Prevention Program:

1. Heat Index
2. Heat Exhaustion and Heat Stroke
3. Heat Illness Types and Symptoms
4. Definitions



HEAT ILLNESS PREVENTION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I acknowledge the receipt of a copy of the Housing Authority of the County of Alameda's "Heat Illness Prevention Program." I have read and understand my responsibilities under the Program and I agree to abide by my responsibilities as outlined. I understand that I will be subject to discipline for violating this Program or subject to other appropriate sanctions for failing to fulfill my responsibilities as outlined in the Program.

Dated: _____

Print Name: _____

Signature: _____

ATTACHMENT B

**CALIFORNIA HOUSING WORKERS' COMPENSATION AUTHORITY
EXECUTIVE COMMITTEE MEETING**

November 15, 2018

Agenda Item 9.A.

JPA ADMINISTRATION

SUBJECT: Review of the CHWCA JPA Agreement – Ric Burwell, Executive Director

ISSUE:

At its August 2018 meeting, the Executive Committee approved updated Underwriting Guidelines. While this action was initiated largely to meet a requirement for triennial *Accreditation with Excellence* by California Association of Joint Powers Authorities (CAJPA), the Committee agreed with staff's suggested undertaking of a more comprehensive review of the JPA's governing documents. Accordingly, staff and counsel reviewed CHWCA's Joint Powers Agreement, Bylaws, Financial Stability Plan and Underwriting Guidelines and jointly bring forward proposed updates at this time.

Since the governing body's approval process varies throughout the documents, they are being brought forward as separate action items in this agenda.

EXECUTIVE DIRECTOR'S COMMENTS AND OBSERVATIONS:

A thorough review of an agency's governing documents is not a glamorous job, but I strongly believe in its importance. Documents can become stale and sometimes even noncompliant with current laws and regulations. More commonly, amendments or updates to one document do not automatically get replicated in its companions.

Occasionally, the tone and temperament of the agency itself can change over time. Its governing documents, while seeking to preserve its core values, should also reflect the evolution of those values.

With that in mind, below are the objectives staff sought to achieve in this review:

The documents should define, shape and uphold over time the core values and strategic goals of the organization. Simultaneously, they should allow for institutional changes to come about in a reasonable and intentional manner.

The documents should allow and encourage effective, timely and responsive operations of the organization's business, in CHWCA's case, by clear and broad delegation to its Executive Committee.

The documents should be kept congruent with one another.

Language should be clear, concise and direct. Language should be contemporary, inclusive and gender-neutral. As much as possible, language should be unburdened by jargon or overly bureaucratic usage.

**CALIFORNIA HOUSING WORKERS' COMPENSATION AUTHORITY
EXECUTIVE COMMITTEE MEETING**

November 15, 2018

**Agenda Item 9.A.
Page 2**

In particular, language should reflect that CHWCA is not an insurer, but rather a shared-risk pooling of resources and efforts. CHWCA's member agencies are just that: members. They are not just customers; they are also owners and are jointly responsible and accountable to one another. In that sense, the member agencies do not pay *premiums* to a for-profit company; they make *contributions* to their own mutual protection and welfare. This specific distinction in usage – which generated many of the proposed edits – is practical as well as philosophical or symbolic. Many risk-sharing pools seek to remove terminology that closely mirrors insurance, favoring instead language based on the JPA's legal status as a government agency. Under many circumstances, it is more favorable to the JPA that its Memoranda of Coverage and other key documents be interpreted as contracts among equals, not as insurance policies.

I am pleased to report back to the EC that I found CHWCA's governing documents to be robust, well-crafted and closely aligned to the objectives outlined above.

BACKGROUND AND HISTORY:

CHWCA's Joint Powers Agreement was most recently updated in 2005.

The proposed changes to the Agreement are shown in redline format. One proposed change is a revision of the requirement to maintain a quorum throughout the course of a meeting. The other substantive change is to update replace "premium(s)" with "contributions(s)" throughout the document.

Amendment of the JPA Agreement requires a two-thirds approval by the member agencies, acting through their governing bodies.

STAFF RECOMMENDATION:

Staff recommends the Executive Committee recommend to the Board approval of attached updates to the Joint Powers Authority Agreement.

REFERENCE MATERIALS ATTACHED:

A. Draft JPA Agreement Draft (In redline)

JOINT POWERS AGREEMENT CREATING THE CALIFORNIA HOUSING WORKERS' COMPENSATION AUTHORITY (CHWCA)

This Agreement is executed in the State of California by and among those public housing authorities, housing authorities and redevelopment agencies, or housing commissions, organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. All such agencies hereinafter called Members, shall be listed in Exhibit A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (§ 6500 et seq.) permits two or more public agencies by Agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, § 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code § 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a broker, or any combination of these; and

—WHEREAS, pursuant to California Government Code § 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code § 990.8 provides that two or more local entities may, by a joint powers Agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code § 990.4 and such joint pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the Member executing this Agreement desires to join with other Members for the purpose of jointly funding a program of workers' compensation coverage;

NOW THEREFORE, the parties agree as follows:

ARTICLE I

PURPOSES

This Agreement is entered into by the Members in order that they may jointly develop and fund a self-insurance program for workers' compensation and employers' liability, which provides for the pooling of self-insured claims or losses among the members. Such program may include, but shall not be limited to: the creation of a joint self-insurance fund, the purchase of reinsurance, and/or excess insurance coverage, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to: risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 2

PARTIES TO AGREEMENT

A. Each Member as a party to this Agreement, certifies that it intends to and does contract with all other Members as parties to this Agreement and with such other public housing authorities as may later be added as parties to this Agreement pursuant to provisions in the Bylaws. Each Member also certifies that the removal of any party from this Agreement pursuant to Section P of the Bylaws shall not affect this Agreement or the Member's obligations hereunder.

B. A Member may contract on behalf of and provide coverage to any additional entity from the time that the Member provides the Authority written notice of the named inclusion of such entity and the additional entity is approved by a majority of the Executive Committee. Such additional entities shall not be considered a separate party to this Agreement, shall not affect the Member's representation on the Board of Directors, and shall be part of and represented by the Member for all purposes under this Agreement.

ARTICLE 3

TERM

This Agreement shall become effective when executed and returned to this Authority by at least three Members. The Authority shall promptly notify all Members in writing of such effective date. This Agreement shall continue in effect until terminated as provided herein and in the Bylaws.

ARTICLE 4

CREATION OF THE AUTHORITY

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Housing Workers' Compensation Authority, with such powers as are hereinafter set forth.

ARTICLE 5

POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to public housing authorities in California and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from Members as provided in Government Code § 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code § 6509.5
- (g) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 6

BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, composed of one representative from each Member. The Board representative shall be the Executive Director or his or her designee. Each Member Executive Director shall also appoint an alternate representative who shall have the authority to attend, participate in, and vote at any meeting of the Board when the representative is absent. The representative and alternate shall be an official or staff person of the Member, and upon termination of

office or employment with the Member, shall automatically terminate membership or alternate membership on the Board.

Any vacancy in a representative or alternate representative position shall be filled by the appointing Member's Executive Director, subject to the provisions of this Section.

A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in the Bylaws or any other duly executed agreement of the Members, action of the Board shall require the affirmative vote of a majority of the Members present and voting.

At any meeting at which a quorum no longer present, the Board may ~~not continue to transact business~~ take action on any item of business, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum.

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ARTICLE 7

POWERS OF BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

1. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by these Bylaws, or any other duly executed agreement of the Members or by law.
2. The Board shall elect an Executive Committee, as provided in Section D of the Bylaws. The Board may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board.
3. The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

ARTICLE 8

MINIMUM PARTICIPATION PERIOD

The Member shall participate in the Authority's coverage program for a minimum period of three years. During the initial three year period, this Agreement may be terminated only by the Authority in accordance with the provisions of Section Q of the Bylaws. The minimum three year period shall begin the first date of coverage and expire at the end of three consecutive years.

ARTICLE 9

PREMIUMCONTRIBUTION ASSESSMENTS

If aggregate premiumcontributions are insufficient to pay losses and administrative expenses for a fiscal year, the Executive Committee may assess and collect premiumcontribution assessments, in addition to premiumcontributions, pursuant to Bylaw sections ~~I.2.e (1) and/or (2)~~ J. 2. c and in accordance with ~~Resolution 2003-03—the~~ Financial Stability Plan.

The Member's share of any premiumcontribution assessment shall bear the same relation to the total premiumcontribution assessments charged all members as the Member's premiumcontribution bears to the aggregate premiumcontributions collected from all Members during that fiscal year. Any premiumcontribution assessment shall be due and payable at such time and in such manner as the Executive Committee determines.

The voluntary withdrawal or involuntary expulsion of the Member from the Authority shall not discharge or affect the Member's obligation to pay premiumcontribution assessments for all coverage periods in which the Member participated.

ARTICLE 10

BYLAWS

A. The Authority shall be governed pursuant to the Bylaws, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit B, as may be amended. Each party to this agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Authority shall be operated pursuant to the Agreement and said Bylaws.

B. The Bylaws may be amended by two-thirds (2/3) vote of the members of the Executive Committee.

ARTICLE 11

DISPOSITION OF PROPERTY AND FUNDS

A. In the event of the dissolution of the Authority, the complete recession, or other final termination of this Agreement by all public housing authorities then parties hereto, any property interest or surplus that is remaining in the Authority following a discharge of all obligations shall be disposed of as provided for by the Bylaws.

B. "Obligations", as referred to herein, shall include, but are not limited to, all payments required by law, together with all reserves established for the purpose of paying workers' compensation claims and related claim costs, together with any other legal obligations incurred by the Authority pursuant to this Agreement.

C. In the event a Member withdraws from or terminates membership in this Agreement, that Members' interest in the property and funds of the Authority shall be determined as set forth in the Bylaws.

ARTICLE 12 SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE 13 LIABILITY AND INDEMNIFICATION

A. Pursuant to the provisions of Section 895, et seq. of the California Government Code, each member (the indemnitor) hereto agrees to defend, indemnify, and hold harmless each other member (the indemnitees) from any liability, claim, or judgment for injury or damages caused by a negligent or wrongful act or omission of an agent, officer and/or employee of a member the indemnitor which occurs or arises out of performance of this Agreement, provided that, pursuant to Government Code Section 6512.2, Section 895.2 is specifically not applicable to the Members for purposes of this Agreement.

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B. The tort liability of the Authority, all members of the Board of Directors or Executive Committee appointed thereby, and all officers and employees of the Authority, shall be controlled by the provisions of Division 3.6 of Title I of the California Government Code.

C. The Authority may insure itself to the extent deemed necessary by the Board of Directors against loss, liability, and claims arising out of or connected with this Agreement.

D. The debts, liabilities, and obligations of the Authority do not constitute the debts, liabilities, and/or obligations of any Member.

ARTICLE 14 ENFORCEMENT

The Authority is hereby given the power to enforce this Agreement. In the event suit is brought under this Agreement, the prevailing party shall pay all costs incurred in bringing such action, including reasonable attorney's fees as fixed by the court.

ARTICLE 15**NOTICES**

The Authority shall address notices, billings, and other communications to a Member as directed by the Member. Each Member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority to the Program Administrator of the Authority at the office address of the Authority as set forth in the Bylaws.

ARTICLE 16**AMENDMENT**

This Agreement may be amended at any time by vote of two-thirds of the Members, acting through their governing bodies.

ARTICLE 17**EFFECTIVE DATE OF AMENDMENTS**

Any amendment of this Agreement shall become effective upon the Authority receiving notice of the approval of any Amended Agreement by the governing bodies of two-thirds of the Members.

ARTICLE 18**PROHIBITION AGAINST ASSIGNMENT**

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of any public housing authorities shall have any right, claim or title to any part, share, interest, fund, premiumcontribution, or asset of the Authority.

ARTICLE 19**FILING WITH SECRETARY OF STATE**

The Program Administrator of the Authority shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code § 6503.5 and within 70 days of its effective date as required as required by Government Code § 54051 53051.

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IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below:

Dated:

PUBLIC HOUSING AUTHORITY

By:

(Type Name)

(Housing Authority)

EXHIBIT A

CHWCA MEMBERS

**ALAMEDA CITY HOUSING AUTHORITY
ALAMEDA COUNTY HOUSING AUTHORITY
BENICIA CITY HOUSING AUTHORITY
BUTTE COUNTY HOUSING AUTHORITY
CONTRA COSTA COUNTY HOUSING AUTHORITY
EUREKA CITY/HUMBOLDT COUNTY HOUSING AUTHORITY
FRESNO HOUSING AUTHORITY
KERN COUNTY HOUSING AUTHORITY
KINGS COUNTY HOUSING AUTHORITY
MADERA CITY HOUSING AUTHORITY
MARIN COUNTY HOUSING AUTHORITY
MENDOCINO COUNTY COMMUNITY DEVELOPMENT COMMISSION
MERCED COUNTY HOUSING AUTHORITY
MONTEREY COUNTY HOUSING AUTHORITY
PASO ROBLES CITY HOUSING AUTHORITY
PLUMAS COUNTY COMMUNITY DEVELOPMENT COMMISSION
RIVERBANK CITY HOUSING AUTHORITY
RIVERSIDE COUNTY HOUSING AUTHORITY
SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
SAN BERNARDINO COUNTY HOUSING AUTHORITY
SAN DIEGO HOUSING COMMISSION
SAN JOAQUIN COUNTY HOUSING AUTHORITY
SAN LUIS OBISPO CITY HOUSING AUTHORITY
SAN MATEO COUNTY HOUSING AUTHORITY
SANTA BARBARA CITY HOUSING AUTHORITY
SANTA CLARA COUNTY HOUSING AUTHORITY
STANISLAUS COUNTY HOUSING AUTHORITY
SUTTER COUNTY HOUSING AUTHORITY
TULARE COUNTY HOUSING AUTHORITY
UPLAND CITY HOUSING AUTHORITY
VENTURA AREA HOUSING AUTHORITY
WASCO CITY HOUSING AUTHORITY
YOLO COUNTY HOUSING AUTHORITY**

ATTACHMENT C

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 02/29/2016
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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-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

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 if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, 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 and 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	<p>PHA Name: Housing Authority of the County of Alameda PHA Code: CA067</p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2019</p> <p>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p>Number of Housing Choice Vouchers (HCVs) 6,666</p> <p>PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>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 the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below)</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Participating PHAs</th> <th>PHA Code</th> <th>Program(s) in the Consortia</th> <th>Program(s) not in the Consortia</th> <th>No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
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Lead HA:																																							

B. Annual Plan.	
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p> <input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs. <input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources. <input type="checkbox"/> <input type="checkbox"/> Rent Determination. <input type="checkbox"/> <input type="checkbox"/> Operation and Management. <input type="checkbox"/> <input type="checkbox"/> Informal Review and Hearing Procedures. <input type="checkbox"/> <input type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification. </p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p> <p>Deconcentration and Other Policies that Govern Eligibility, Selection, and Admission: Revised criteria for selection from the waitlist (see attached Chapter 4 and Chapter 10 of the Administrative Plan).</p> <p>Financial Resources: In addition to HCV funding, CA067 expects to receive FSS Coordinator, Mainstream Vouchers and HUD-VASH program funding. Additionally, HUD provided CA067 \$4,944,369 in shortfall funding in 2018. CA067 will be in shortfall again in 2019 and will need additional HCV funding.</p>
B.2	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N Project Based Vouchers.</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p> <p>Please see attached response.</p>
B.3	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
B.4	<p>Civil Rights Certification</p> <p>Form HUD-50077 PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.5	<p>Certification by State or Local Officials.</p> <p>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.</p>
B.6	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>Please see attached response.</p>
B.7	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>(a) 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.</p>

Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV Only PHAs

A. PHA Information. All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of 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.

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

B. Annual Plan. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

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.”

☐ **Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA’s jurisdiction and other families who are on the Section 8 tenant-based waiting list. 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. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). 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. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([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 HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support 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 rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)\(3\)\(4\)](#)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

☐ **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; or b) any change with regard to homeownership programs. 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.

- B.2 New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark “yes” for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark “no.” ([24 CFR §983.57\(b\)\(1\)](#) and Section 8(13)(C) of the United States Housing Act of 1937.

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

- B.3 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 §903.11\(c\)\(3\)](#), [24 CFR §903.7\(p\)](#))
- B.4 Civil Rights Certification.** Form HUD-50077, *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\(o\)](#))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))
- B.6 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 §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))
- B.7 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](#))

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 Annual PHA Plan. The Annual PHA Plan provides 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 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 4.5 hour 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

A.1 Availability of Information

HACA posts PHA Plans, including updates, at its office and on its official website. HACA's office is located at:

Housing Authority of the County of Alameda (HACA)
22941 Atherton Street
Hayward, CA 94541-6633

HACA's website address is:

www.haca.net

B.1. Revision of PHA Plan Elements.

Revisions to Chapter 4 and Chapter 10 of the Administrative Plan were brought to your Commission in previous agenda items and, therefore, these chapters are not included again in your packet. Key changes included:

- Language added to indicate HACA is operating the Mainstream Voucher Program with targeted funding from HUD.
- Language is updated to clarify that HACA's HCV waiting list is used for the Rental Assistance for Non-Elderly Disabled (NED) Families Transitioning from MediCal Funded Facilities Program.
- Preference language added to serve four categories of non-elderly persons with disabilities through the Mainstream Voucher Program.

B.1.(a) Deconcentration and Other Policies that Govern Eligibility, Selection, and Admission.

Index of Deconcentration and other policies that govern eligibility, selection, and admissions:

Admin Plan Section	Page(s)
Chapter 3 – Eligibility	3-1 to 3-42
Chapter 4 – Applications, Waiting List and Tenant Selection	4-1 to 4-33
Chapter 10 – Portability – Applicant Families	10-8 to 10-10
Chapter 11 – Interim Reexaminations – New Family Members	11-8 to 11-10
Chapter 17 – Selection of PBV Program Participants	17-29 to 17-33
Chapter 18 – Selection of PBV RAD Program Participants	18-19 to 18-23

B.1.(a) Significant Amendment/Modification.

HACA defines a “Significant Amendment/Modification” to its 5-Year and Annual Plan as a change:

- a) to HACA’s criteria for eligibility for admission; or
- b) any change with regard to homeownership programs.

B.2.(b) New Activities

HACA currently has 72 project-based vouchers under RAD and 515 project-based units in addition to the RAD units. HACA anticipates project-basing additional vouchers for a total, including current project-based vouchers, of up to 1,100 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.

For the Fiscal Year 2018-2019, HACA project-based 30 units in the city of Fremont for the elderly, 62 units in the city of San Leandro for the elderly, and four units in the city of Hayward for persons with disabilities. During Fiscal Year 2018-2019, HACA committed to project-basing up to 25 units in the city of Fremont for Veterans and 25 units in the city of San Leandro for Veterans. These projects are projected to complete construction and lease up in 2021. For the Fiscal Year 2019-2020, two previously-committed project-based developments will complete construction and lease up: 12 units in the city of Emeryville for families and persons with disabilities and 20 units in the city of Fremont for families.

To create housing opportunity and promote mobility, HACA may project-base up to approximately 335 additional units in non-impacted census tracts, higher-cost opportunity areas and neighborhoods undergoing revitalization for families, persons with disabilities, the elderly, and Veterans, depending on funding, including but not limited to up to 100 units in Fremont, Hayward and San Leandro to serve Veterans.

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; by applying for Mainstream vouchers; by project-basing Mainstream vouchers; and by acquiring existing rental properties for which low-income housing tax credits and/or tax exempt housing bonds can be obtained

B.6. Progress Report.

Mission 5.1 HACA's success in meeting its mission is reflected in its High Performing SEMAP designation.

Goal 5.2.1 Preserve the long-term financial viability of HACA's remaining 72 PH units — accomplished by RAD closing in April 2016.

Goal 5.2.2 Expand the supply of assisted housing — continuing. HACA accomplishes this through the commitment and issuance of project-based vouchers and by applying for HUD funding such as HUD-VASH and Mainstream when available. This fiscal year HACA was awarded 83 Mainstream vouchers for the non-elderly disabled who are homeless, at risk of homelessness, at risk of institutionalization or coming out of an institution. See B.2 above for progress to date regarding project-based vouchers.

Goal 5.2.3 HACA is not currently pursuing the implementation of a regional database of housing assistance waitlist due to the extremely high cost of development. HACA has continued to revise its preferences to better increase access to available assistance based on local needs.

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 undertaken by MDRC, HUD's contracted consultant.

Goal 5.2.5 Assist as many qualified families as possible — ongoing, but within the limitations of HACA's shortfall funding. HACA transitioned into a new enterprise housing software platform in September 2017. Although conversion issues with the new software are continuing, HACA has been able to increase operational efficiency and effectiveness of its program by improving its reporting capabilities, utilizing online portal applications, increasing data accessibility, and streamlining housing and subsidy management operations.

Goal 5.2.6 Fully implement the Violence Against Women Act — implemented and ongoing. HACA has updated its Administrative Plan to reflect HUD's latest guidance; notified landlords and participants of their rights, responsibilities, and obligations; developed implementation procedures; and trained staff on procedures and requirements.

ATTACHMENT D

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

This Third Amendment to the Memorandum of Understanding is made and entered into as of May 1, 2018, by and between the Alameda County Behavioral Health Care Services (BHCS) on behalf of the County of Alameda and the Housing Authority of the County of Alameda (HACA).

Whereas, BHCS and HACA entered into a Memorandum of Understanding (MOU) on December 1, 2009 (approved by the Alameda County Board of Supervisors on October 13, 2009 (File No. 25303/Item No. 10)) for the CHOICES Program; amended this MOU to include the Forensic Assertive Community Treatment Program on October 1, 2012; and amended the MOU in April 2016 to include a project-based Mental Health Services Act (MHSA) rental assistance program;

Whereas, BHCS's mission is to maximize the recovery, resilience and wellness of all eligible Alameda County residents who are developing or experiencing serious mental health, alcohol or drug concerns.;

Whereas, the mission of Alameda Health Care Services Agency (HCSA) is to provide fully integrated health care services through a comprehensive network of public and private partnerships that ensure optimal health and well-being and respect the diversity of all residents;

Whereas, HACA is a public housing authority, established pursuant to state law and by the Board of Supervisors to administer housing programs for low-income County residents;

Whereas, BHCS and HACA wish to amend the MOU to implement a flexible housing subsidy pool funded by HCSA to create supportive housing units for homeless individuals with disabilities;

Whereas, BHCS is a recipient of Mental Health Services Act (MHSA) funding;

Whereas, HCSA is a recipient of Whole Person Care funding from the State of California for transforming the health system;

Whereas, a common goal of the MHSA and Whole Person Care is to expand housing opportunities for households impacted by serious health issues;

Whereas, the County of Alameda has identified supportive housing as a significant, unmet need and as a priority for MHSA and Whole Person Care reprogrammed local funding;

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

Whereas, HACA has expertise in managing housing subsidy programs, including the Section 8 Housing Choice Voucher Program and Shelter Plus Care, and has existing relationships throughout the County with property owners and managers who are willing to rent to tenants receiving rent subsidies;

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

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

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

I. BHCS and HACA Collaborative Housing Programs

A) Program Descriptions

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

BHCS shall provide MHSA project-based rental assistance funding for designated permanent supportive housing sites in Alameda County. These housing sites will only accept referrals from the BHCS/Home Stretch unit. BHCS/Home Stretch maintains a registry of literally homeless individuals living with a serious mental illness. All referrals by BHCS/Home Stretch for specific units will meet the eligibility and prioritization criteria associated with each property and outlined below.

i. Housing Subsidy Structure

BHCS shall provide fixed rental subsidies for units at the designated housing sites. The subsidy rates are dependent on the particular building, unit sizes and configurations, current U.S. Department of Housing and Urban Development (HUD) Fair Market Rents, Tax Credit Allocation Committee rents, and building regulatory agreements. Tenants will be expected to pay fixed rents each month; the fixed rents are subject to adjustment on

an annual basis with any rental adjustment effective on January 1st of each calendar year.

Some units will be shared among unrelated households. In these cases, the tenant portion of rent will be divided by the number of unrelated households sharing the unit.

BHCS and HACA shall establish an annual rental subsidy plan for each housing unit; the plan shall identify the subsidy and tenant portion of rent for each housing unit. This rental subsidy plan will be updated no later than November 30th of each year and will be in effect from January 1st to December 31st of the next calendar year. HACA shall ensure compliance with applicable local, state, and federal laws or regulations concerning any and all rent adjustments for tenants, including written notification, extent of increases, and adjustment to the subsidy amount and the amount that tenants' must pay. Subsidies will only be provided to property owners (or their designated property agent or manager) for occupied units or bedrooms that pass Housing Choice Voucher Housing Quality Standards (HQS). Up to one month of full subsidy can be provided to property owners for units when they are unoccupied as a vacancy loss payment upon request and approval of BHCS. The established rents for calendar year 2018 are listed in Exhibit A.

ii. Eligible Housing Sites

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

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

iii. Eligible Tenant Participants

All tenant participants at the housing sites must first be referred by BHCS to the property owner (or designated property agent or manager). BHCS shall then provide written referral packets for referred tenant participants to HACA, which will then conduct an inspection of the unit, review and approve the housing subsidy, and perform related tasks that must be completed prior to move-in.

BHCS will provide written notification to HACA if subsidies should be terminated.

Each site will maintain specific eligibility and preference criteria as outlined below:

Housing Site Name	Eligibility Criteria	Preference(s)
Meekland	Literally homeless, disability, and serious mental illness. Between the ages of 18 and 24 at the time of move-in.	Follows Alameda County Continuum of Care (CoC) prioritization criteria
FACT Houses (Milton and Mead Properties)	Literally homeless, disability, and serious mental illness	1 st – FACT/Tract enrollment 2 nd – History of incarceration 3 rd – Alameda County CoC prioritization criteria

2. Mental Health Services Act (MHSA) Funded Tenant-Based Housing Subsidy Program

BHCS shall identify and provide MHSA funding for HACA to provide rental subsidy assistance to designated former Full Service Partnership (FSP) program enrollees as tenant participants in this program. This assistance will come in the form of a fixed rental subsidy established on an annual basis using the same procedures as outlined under Section A above.

This rental subsidy assistance for a tenant participant shall continue as long as they comply with the terms of their rental agreement and MHSA housing subsidy agreements.

All tenant participants at the housing sites must first be referred by BHCS to the property owner (or designated property agent or manager). BHCS shall then provide written referral packets for referred tenant participants to HACA, which will then conduct an inspection of the unit, review and approve the housing subsidy, and perform related tasks that must be completed prior to move-in. BHCS will provide written notification to HACA if subsidies should be terminated.

This program shall not exceed 30 tenant household participants at any given time.

3. Laguna Commons Rental Assistance Program

BHCS is a recipient of a HUD Continuum of Care Council grant to provide project-based rental assistance to eight (8) chronically homeless individuals referred to the Laguna Commons affordable housing development in Fremont. BHCS shall be responsible for identifying and

referring eligible individuals to the property owner (or designated property agent or manager). BHCS shall then provide written referral packets for referred tenant participants to HACA, which will then conduct an inspection of the unit, review and approve the housing subsidy, and perform related tasks that must be completed prior to move-in. BHCS will provide written notification to HACA if subsidies should be terminated. BHCS will reimburse HACA for providing ongoing rental subsidy management for these 8 units at the property in accordance with HUD Continuum of Care rental assistance program regulations. HACA's responsibilities shall include managing payment and participation agreements, initial and annual housing quality standards inspections, initial and annual income certifications, and regular payments of subsidies to the owner. HACA will collaborate with the property owner and BHCS to address any issues that arise with tenants or the program.

B) HACA Roles and Responsibilities

HACA shall oversee and manage the subsidies for Collaborative Housing Programs. HACA's duties include:

1. **Designated HACA Liaison:** HACA will identify a lead person to serve as the primary contact person for the Collaborative Housing Programs. This person will participate in planning and coordination meetings with BHCS and designated BHCS-housing specialists not less than monthly and as necessary to fully develop and implement the Collaborative Housing Programs.
2. **Program Development:** HACA shall create or adapt policies, procedures, and implementation documents specific to each housing project for the Collaborative Housing Programs, including without limitation a housing subsidy participation agreement, a housing assistance payment contract, an appeals process for proposed subsidy terminations, a lease/rental agreement review protocol, and tenant referral forms. The HACA liaison and other HACA staff, as needed, shall cooperate and collaborate with BHCS on program development.

HACA must receive written approval from BHCS before HACA enters into a rental subsidy assistance payment contract with a housing developer/owner. HACA shall provide copies of all such contracts to BHCS.

3. **Subsidy Management:** HACA shall manage the day-to-day operations of the housing subsidies for the Collaborative Housing Programs. These functions shall include:

- i. Conducting regularly scheduled orientations for tenant participants in collaboration with BHCS-designated housing specialists.
 - ii. Maintaining and sharing a list of property owners and managers willing to accept Section 8 (or similar) assistance via HACA.
 - iii. Working with BHCS-designated housing specialists to locate appropriate housing for tenant participants.
 - iv. Verification of landlord ownership and other property due diligence prior to entering into a rental subsidy assistance payment contract with a specific property owner.
 - v. Establishing a housing assistance payment contract between the landlord, tenant, and HACA for purposes of paying an ongoing rental subsidy for a tenant participant.
 - vi. Conducting inspections of units for compliance with HUD's Housing Quality Standards (HQS) at time of leasing, on an annual basis, and when requested by either BHCS or County staff, the landlord, tenant, or supportive services provider for the unit or site.
 - vii. Reviewing rental agreements between the tenant participant and the property owner and verifying rent amounts listed in the agreement reflect the total rent amount, tenant participant rent amount, and the rental subsidy assistance payment for the unit based on either the rates in Exhibit A or the reasonable rent calculation under applicable HUD standards.
 - viii. Paying, on a timely basis, the calculated monthly subsidy to property owners and monitoring the subsidy amounts based on changes in tenant participant income, changes to housing unit total rent, or changes to BHCS approved rental assistance/subsidy payment amounts.
 - ix. Maintaining collaborative relationships with property owners and managers related to the Collaborative Housing Programs.
 - x. Notifying BHCS-designated staff about any issue brought to the attention of HACA regarding the Collaborative Housing Programs, including without limitation complaints from property owners or managers about tenant participant behavior.
4. **Recordkeeping and Reporting:** HACA shall keep and provide to BHCS upon request such reports and data as needed for oversight, evaluation, and accounting purposes. HACA shall:
- i. For all participants in the Collaborative Housing Programs, create and maintain housing subsidy specific files that include documentation of HQS inspections, copies of rental and housing assistance payment agreements, copies of rent subsidy calculations and deductions, and other tenant participant specific correspondence.

- ii. Produce quarterly reports describing the utilization of the funding, including tenant participant names, income, address of housing, share of rent, etc. The report will break out information for each of the Collaborative Housing Programs. The reports shall also include fund balance and any accrued interest.
 - iii. HACA shall maintain funds for the Collaborative Housing Programs in interest bearing account(s).
 - iv. HACA shall produce additional or special reports, including accountings, for BHCS upon request.
 - v. Format and content of reports shall be developed and agreed upon between the parties.
5. **Provide Section 8 Housing Choice Vouchers for Tenant Participants in Good Standing Enrolled in BHCS-Sponsored Housing Programs with HACA:** HACA shall allocate Section 8 Housing Choice Vouchers for the *lesser* of 50% tenant participants in good standing enrolled in a Collaborative Housing Program or 75 designated tenant participants in good standing enrolled in a Collaborative Housing Program. Depending on HACA resource availability, HACA will make available this next set of vouchers during November 2019. HACA will allocate vouchers, depending on resource availability in the future, in three-year cycles (the next cycle will be in 2022).

Tenant participants of the Collaborative Housing Programs in “good standing” at the time of lottery application after each three-year cycle will be eligible to participate in a lottery for the allocated vouchers.

“Good standing” means the tenant participant has at least 15 months of successful tenancy in their housing unit.

Successful tenancy means consistent compliance with the terms of their rental and subsidy agreements.

BHCS shall determine the eligibility to apply for the lottery and shall provide HACA with a list of individuals eligible and interested in applying for the lottery.

HACA shall oversee the lottery application process and conduct a random lottery to determine a rank order for a Housing Choice Voucher. As part of overseeing the lottery application process, HACA will determine whether a lottery applicant is eligible for the Housing Choice Voucher program. HACA shall not allow an applicant who is not eligible for a Housing Choice Voucher to participate in the lottery.

HACA will offer all available Housing Choice Vouchers based on the rank order of the lottery results.

C) BHCS Roles and Responsibilities

BHCS has primary authority and oversight responsibility for the Collaborative Housing Programs, including allocating MHSA and other funds to cover the costs of the housing subsidies and HACA administrative costs, and overseeing HACA program management. BHCS shall work closely with HACA as HACA develops, implements, and manages the housing subsidies for the Collaborative Housing Programs. These duties include:

1. **Eligibility Determination and Referral:** BHCS shall:
 - i. Determine initial and ongoing eligibility of individuals for housing rental subsidies.
 - ii. Refer eligible individuals to HACA to enroll as tenants for enrollment in the subsidy portion of the programs. BHCS shall not make more than 20 referrals per month or 30 referrals per two months for Collaborative Housing Programs. Referrals shall be in writing.
 - iii. Determine eligibility requirements for individuals to apply for the lottery for Section 8 Housing Choice Vouchers (see also Section I.B.5 above).
2. **Provide Supportive Services:** BHCS shall coordinate and provide a range of supportive services for tenant participants, which may include personal service coordination, employment services, recovery coaches, and designated housing search specialists who will support tenant participants in achieving their recovery goals and finding and keeping stable housing. Housing specialists will be responsible for coordinating the housing search process with HACA staff. This will include housing specialist involvement in the design and implementation of the housing subsidy orientation with HACA so that tenant participants are oriented to the roles of the different parties involved with their specific housing program and expectations of them as tenant participants in the Program.
3. **Short-term Support:** Subject to available funds, BHCS shall provide one-time, move-in financial and in-kind assistance for tenant participants to help with security deposits, moving expenses, utility setup, furnishings, and other items needed to move into independent housing. Requirements for and scope of this support shall be established by BHCS; and the method for obtaining financial support shall be shared with HACA.
4. **Program Oversight:** BHCS, in collaboration with HACA, shall track the utilization of funds by tenant participants.

D) Budget**1. Subsidy Payments:**

- i. HACA will provide rent subsidies using BHCS funds for up to 75 households according to the Programs outlined above.
- ii. BHCS will adjust rent subsidy levels in accordance with the Programs outlined above.

2. HACA Administrative Costs:

- i. HACA will invoice BHCS monthly for program management costs (PMC) at a rate of \$88.28 per assisted unit per month. Approval of annual funding increases for PMC, up to a 3% increase in the PMC per unit each calendar year, will be dependent on the availability of BHCS funding. BHCS will notify HACA within 60 days of the end of a calendar year of any PMC increase for the following calendar year. Any increase in PMC begins on January 1st of the calendar year. PMC are assessed monthly for any assisted unit during all or any part of that month. The fee will not be prorated for partial months. An "assisted unit" is a housing unit occupied by a client referred to HACA through the Collaborative Housing Programs where the unit has passed an HQS inspection and the client has moved into the unit, signed the rental agreement and other applicable program documents, and the property owner has agreed to accept the client and the subsidy from HACA.

3. Invoicing and Reconciliation:

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

4. Annual Budget

- i. The total program budget including housing subsidy assistance payments and HACA management fees will not exceed \$1 million a year.

E) Financial Tracking and Recordkeeping:

Upon request from BHCS, HACA shall make available any and all ledgers, books of accounts, invoices, cancelled checks, and other records or documents evidencing or relating to the expenditures, disbursements, and management of funds provided to or maintained by HACA related to this MOU and shall furnish to BHCS such other evidence or information as BHCS may require. HACA shall maintain all such financial records for at least three years following termination or expiration of this MOU or completion of all work with respect to this MOU. If any issue or dispute arises between BHCS and HACA with respect to this MOU, HACA may not destroy or otherwise dispose of any such financial records until at least three years after the mutual resolution of all such issues and disputes.

II. HCSA Flexible Housing Subsidy Program

HCSA has committed \$5 million of one-time funding to establish the Flexible Housing Subsidy Program (FHSP). The FHSP provides an opportunity for HCSA to utilize local, non-federal, redirected indigent health care services funding to help finance the creation or operating costs associated with supportive housing. FHSP funds shall assist homeless clients with histories of high health care utilization costs and poor health outcomes.

BHCS staff shall manage and provide administrative support on behalf of HCSA and shall act as HCSA's liaison to HACA with respect to the FHSP.

Following the transfer of \$5 million from HCSA to BHCS, BHCS will schedule a subsequent transfer of these funds to HACA for the FHSP. HACA shall deposit and maintain the FHSP funds in an interest-bearing account(s). HACA shall not commingle FHSP funds with any other funds provided under this MOU. The FHSP funds will only be used to provide rental assistance to tenant participants residing at designated permanent supportive housing units in Alameda County and for program management costs approved by BHCS.

HACA and BHCS will collaborate to seek opportunities to utilize these funds in conjunction with other resources in order to maximize the number of supportive housing units created in the County.

HACA and BHCS will work collaboratively to identify specific supportive housing programs, by the end of calendar year 2018, that will utilize the FHSP

funds. These programs shall provide at least 25 supportive housing units. For each program, HACA will maintain a housing site, project-specific, capitalized operating subsidy reserve or set-aside account for each designated housing project to subsidize supportive housing units for at least 10 years. For each housing project, HACA will enter into a written contract with the housing developer/owner of the supportive housing units that establishes the terms of the capitalized operating subsidy reserve and available designated funds for the project and a monthly housing assistance payment plan for the specific housing project.

HACA must receive written approval from BHCS before HACA enters into a contract with a housing developer/owner. HACA shall provide copies of all such contracts to BHCS.

HACA and BHCS will establish the specific parameters and details for the each project that will fall under this section and will update and amend this this MOU as warranted. The project designs under this section, including the parties' roles and responsibilities, shall be based upon Section I (Collaborative Housing Programs).

IV. Validity Period, Amendment, and Termination

- A) The term of this MOU shall be from May 1, 2018 – December 31, 2020. This MOU shall continue until cessation, termination, and/or replacement by a subsequent MOU covering the same subject matter. (Previous versions the MOU, including any previous amendments, cease or otherwise expire as of April 30, 2018, and are replaced and otherwise superseded by this Third Amendment as of May 1, 2018.
- B) Any party may request an amendment to this MOU by giving written notice to the other parties at least three months prior to the proposed amendment. Both parties must agree to any proposed amendment. Mutually approved amendments shall be incorporated into a revised written agreement signed by authorized representatives of all parties.
- C) Any party may terminate this MOU by giving written notice to the other parties at least three months prior to the commencement of a next fiscal year (July 1 of each year).
- D) In the event of cessation or termination of this agreement, HACA agrees to transfer any remaining funds to BHCS.

V. Additional Terms of Agreement

- A) The parties will try to resolve disputes concerning the interpretation or application of this MOU by mutual accord. Unresolved disputes between the parties concerning the interpretation or application of this MOU will be settled by informal means.

- B) The parties will review the terms of this MOU at least annually during a monthly check-in meeting to determine if any changes to the MOU are needed.
- C) Allocation of Section 8 Housing Choice Vouchers by HACA after 2019 is contingent upon BHCS providing at least three years of continuous funding for the Collaborative Housing Programs and the availability of adequate HUD funding to HACA to issue Vouchers.
- D) HACA undertakes not to use or further disclose any information provided to it by BHCS except for the purpose for which it was provided or as otherwise required or authorized by law (e.g., HIPAA – Health Insurance Portability and Accountability Act; Welfare and Institutions Code Section 10850). As part of this MOU, HACA entered into a formal Business Associate Agreement (Exhibit B) with BHCS that delineates the responsibilities of HACA related to privacy and confidentiality of protected health information.
- E) INDEMNIFICATION: To the fullest extent permitted by law, HACA shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this MOU, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that HACA or any employee, agent, or subcontractor of HACA providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, HACA shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of HACA or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of HACA.

- F) INSURANCE AND BOND: HACA shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable.

All of HACA's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. HACA's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. HACA's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

- G) DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this MOU and Exhibit D, Debarment and Suspension Certification, HACA agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, HACA certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
 - c. County will verify HACA, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at the System for Award Management website (SAM), www.SAM.gov:
 - (1) There is NO FEE to register or maintain your SAM.gov registration;
 - (2) County requires SAM.gov registration to include a DUNS number:
 - (3) *DUNS = Data Universal Numbering System: A code required by the federal government for all organizations applying for federal grants. The 9-digit code is issued by the Dun and Bradstreet (D&B) at NO FEE and gives organizations, such as the County useful information*

for making credit, purchasing and marketing decisions. This code is thus used by the County to evaluate the creditworthiness of grants applicants. Contractors and bidders to various government procurements are also evaluated using DUNS.

(4) Get a DUNS: <http://www.dnb.com/DUNS-number.html>

H) SEVERABILITY, SURVIVAL: If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision. The obligations of this MOU, which by their nature would continue beyond the termination on expiration of the MOU, including without limitation, the obligations regarding Indemnification, shall survive termination or expiration.

I) The following exhibits are attached and incorporated into this MOU by this reference:

- Exhibit A - Mental Health Services Act (MHSA) and Flexible Housing Subsidy Pool Project-Based Rent Subsidy Program Rates
- Exhibit B - HIPAA Business Associate Agreement
- Exhibit C - Insurance Requirements
- Exhibit D - Debarment and Suspension Certification
- Exhibit O - The Iran Contracting Act (ICA) of 2010

VI. Notices

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

To BHCS: COUNTY OF ALAMEDA, BHCS
1404 Franklin Street, STE 200
Oakland, CA 94612
Attn: Robert Ratner

To HACA: ALAMEDA COUNTY HOUSING AUTHORITY
22941 Atherton Street
Hayward, CA 94541
Attn: Christine Gouig

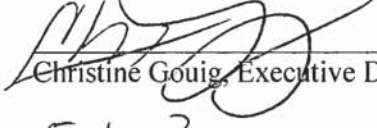
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to
MOU as of the day and year first above written.

For Behavioral Health Care Services:


James Wagner, Deputy Director

5.13.18
Date

For Housing Authority of the County
of Alameda:


Christine Gouig, Executive Director

5-1-18
Date

Approval as to Form:

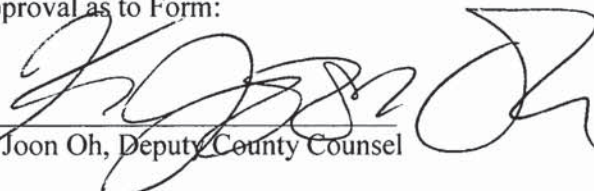

K. Joon Oh, Deputy County Counsel

Exhibit A**Project-Based Rent Subsidy Program Rates
Calendar Year 2018**

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

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

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

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

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

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

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

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

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

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying Memorandum of Understanding ("MOU" or "Agreement") by and between the Behavioral Health Care Services on behalf of the County of Alameda, ("BHCS," "County," or "Covered Entity") and the Housing Authority of the County of Alameda, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also

mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal

responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record

Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or

will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Housing Authority of the County of Alameda

By (Signature): 

Print Name: Christine Gouig

Title: Executive Director

EXHIBIT C

HACA AGENDA ITEM NO.: 4-6.

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises

EXHIBIT C

HACA AGENDA ITEM NO.: 4-6.

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
F	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises

1. **ADDITIONAL INSURED:** All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, and Professional Liability shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. Employee Dishonest and Crime Insurance Policy shall be endorsed to name as Loss Pay (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

EXHIBIT D**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the underlying Memorandum of Understanding. Signing this Memorandum of Understanding on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Housing Authority of the County of Alameda

PRINCIPAL: Christine Gouig TITLE: Executive Director

SIGNATURE:  DATE: 5-1-18

EXHIBIT O

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010**

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Housing Authority of the County of Alameda

PRINCIPAL: Christine Gouig

TITLE: Executive Director

SIGNATURE: _____

DATE: 5-1-18

Check Date: 05/28/2018		DP		Check No: 2955297	
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount	Net Amount
2018HACA-MOU-AMENDMANT HCSVC	04/23/2018	00095344	5,000,000.00	0.00	5,000,000.00
Invoice Type: Code 16 Board Apr expenditure			Use Tax: 0.00		
Payment Comments: Invoice # 2018HACA-MOU-AMENDMANT Flexible Housing Subsidy Program appr. Minute Order # R-2018-112F Send check to Alex Martin QIC 42501			by BOS Agenda 05/22/18		

Vendor Number	Vendor Name			Total Discounts 0.00	
0000029169	HOUSING AUTHORITY OF THE COUNTY OF				
Check Number	Date		Total Amount	Discounts Taken	Total Paid Amount
2955297	05/28/2018		\$5,000,000.00	\$0.00	\$5,000,000.00



COUNTY OF ALAMEDA
1221 Oak Street
Oakland, CA 94612

Union Bank
350 California St
San Francisco, CA
16-49/1220

2955297

VOID SIX MONTHS FROM DATE OF ISSUE

Date: 05/28/2018

Pay Amount: \$5,000,000.00***

Pay ****FIVE MILLION AND XX/100 DOLLAR ****

To The
Order Of

HOUSING AUTHORITY OF THE COUNTY OF
ALAMEDA
22941 ATHERTON ST
HAYWARD CA 94541-6633

Steve Manning

Authorized Signature

WARNING: ORIGINAL DOCUMENT CONTAINS A TRUE WATERMARK ON REVERSE SIDE AND MICROPRINTING ON FACE

2955297 122000496 7020015890