



HARRIS COUNTY HOUSING AUTHORITY

8933 Interchange
Houston, Texas 77054
713-578-2100
www.hchatexas.org

REQUEST FOR PROPOSALS SALARY/WAGE COMPARABILITY STUDY RFP NO. 18-05

Harris County Housing Authority (“HCHA” or the “Authority”) hereby solicits proposals from qualified consulting firms to develop a comprehensive salary/rate comparability study for the existing organizational structure, to include each of the HCHA’s job classifications and a corresponding salary scale chart as specified in this Request for Proposals (“RFP”).

This RFP contains submission requirements, scope of service, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. RFP #18-05 will be posted on and can be downloaded from HCHA’s website www.hchatexas.org.

Prospective Offerors desiring any explanation or interpretation of this solicitation must make the request in writing no later than 4:00 PM (CST), May 31, 2018. The request must be emailed to Vivian Clark at vivian.clark@hchatexas.org. Any information given to a prospective Offerors about this solicitation will be furnished to all other prospective Offerors as a written amendment to the solicitation. All amendment(s) to this solicitation, if issued, will be posted on HCHA’s website www.hchatexas.org. All Offerors are encouraged to check the HCHA website for amendment(s) issuance.

The proposal(s) must be enclosed in a sealed envelope and labeled as follows: **Salary/Wage Comparability Study. RFP #18-05, Due Date and Time: June 13, 2018, 4:00 PM (CST), Name of Offeror**
_____.

The RFP submission must be addressed to **Vivian Clark, Executive Assistant, Harris County Housing Authority, 8933 Interchange Drive, Houston, Texas 77054**. RFP submissions may also be emailed as a PDF attachment to vivian.clark@hchatexas.org.

Submittals must reach HCHA no later than **4:00 P.M. (CST) on June 13, 2018**. Late submissions will be handled in accordance with the provisions in Form HUD-5369-B title “Late Submissions, Modifications, and Withdrawal of Offers.” Submittals will be held in confidence and will not be released in any manner until after the contract award.

Submittals will be evaluated on the criteria stated in the RFP. Negotiations may be conducted with Offerors who have a reasonable chance of being selected for the award. After evaluation of the submittal and amendments, if any, the contract will be awarded to the responsible consulting firm(s) whose qualifications, price and other factors considered are the most advantageous to HCHA.

HCHA reserves the right to reject any and all submittals.

TABLE OF CONTENTS
RFP NO. 18-05

1.	Profile of Harris County Housing Authority	5
2.	Introduction	5
3.	Procurement Schedule	5
4.	Deliverables	6
5.	Prices and Terms	6
6.	General Requirements	7
7.	Correspondence	7
8.	Document Requirements	8
9.	Methodology/Strategy to Accomplish Services	10
10.	Other Submittals	10
11.	Evaluation Criteria	10
12.	Travel and Reimbursables	11
13.	Availability of Records	12
14.	Availability of Funds	12
15.	Assignment or Transfer	12
16.	Contract Award	12
17.	Compensation	12
18.	Termination	12
19.	Patents and Royalties	12
20.	Standards of Conduct	13
21.	Conflict of Interest	13
22.	Indemnification and Hold Harmless Agreement	13

23.	Removal of Employees	14
24.	Supervision	14
25.	Statement of Ownership	14
26.	M/WBE Participation	15
27.	Pertinent Federal Regulations with Regard to Non-discrimination and Equal Opportunity	15

ATTACHMENTS

Attachment A:	General Scope of Services
Attachment B:	Conflict of Interest Questionnaire (CIQ)
Attachment C:	Form of Non-Collusive Affidavit Form
Attachment D:	M/WBE Participation /Bidder's Proposed M/WBE Participation Forms
Attachment E:	Sample Format for Record Keeping Estimated Project WorkForce Breakdown
Attachment F:	Instructions to Offerors for Non-Construction (Form HUD-5369-B)
Attachment G:	Certifications and Representations of Offerors for Non-Construction Contracts (Form HUD 5369-C)
Attachment H:	General Conditions for Non-Construction Contracts (Form HUD 5370-C)
Attachment I:	Certification of Payments to Influence Federal Transactions
Attachment J:	Section 3 Policy
Attachment K:	Ethics Policy
Attachment L:	HCHA Organizational Chart
Attachment M:	Job Classification Listing
Attachment N:	Job Descriptions
Attachment O:	Employee Benefits Package
Attachment P:	Draft Contract
Attachment Q:	HCHA Personnel Handbook/Policy (see HCHA website)
Attachment R:	Fee Proposal Form

1. PROFILE OF THE HARRIS COUNTY HOUSING AUTHORITY

Harris County Housing Authority (“HCHA” or the “Authority”) is governed by the Texas Housing Authorities Law, codified in the Texas Local Government Code. The Authority is a unit of government, and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low-income families, veterans, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (“HUD”). The Authority is a Public Housing Agency (“PHA”) that administers HUD’s Section 8 Housing Choice Voucher (“HCV”) and Veterans Affairs Supportive Housing (“VASH”) Programs. HCHA’s revenue is derived from federal funds, administrative fees, development grants, and rental income

HCHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The property of HCHA is used for essential public and governmental purposes. The Authority and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

2. INTRODUCTION

HCHA, as part of its mission to provide safe, decent and sanitary affordable housing for low-income persons, hereby seeks proposals from qualified vendors to develop a comprehensive salary/rate comparability study for the existing organizational structure. This RFP will consider qualification and price for services in the selection process. The statement of work to be performed is generally listed in “Attachment A,” but may not be all inclusive of the services needed. Consequently, evaluation by the successful Offeror may lead to alterations in the scope.

HCHA will consider most favorably Offerors who clearly demonstrate a knowledge of the Federal, State or local laws applicable to salary and wage compensation for Public Housing Agency staff, including HUD regulations and requirements and those contained in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as well as all applicable Federal, State, County and local laws, codes, ordinances and regulations. The Offeror must have demonstrated experience with competitive salary and wage comparability studies of other Public Housing Agencies. All submittals must conform to requirements outlined herein.

If a contract is awarded, it will be awarded to the responsible consulting firm(s) whose qualifications, price, and other factors are deemed most advantageous to the HCHA. Additional requirements or restrictions imposed by HUD and other governmental entities will also be considered in rendering a decision.

The HCHA currently has 31 full-time employees under 21 separate job descriptions. Of these, 13 are non-exempt, and 8 are exempt. Increases in compensation for all employees are based on an annual performance appraisal, subject to a maximum wage for each position, and raises are granted at the discretion of the Board of Commissioners.

3. PROCUREMENT SCHEDULE

The anticipated schedule for the RFP is as follows:

SCHEDULE

<u>EVENT</u>	<u>DATE</u>
Advertised	May 20 & 27, 2018
Pre-submission Conference	N/A
Receipt of Written Questions	May 31, 2018
Response to Written Questions	June 5, 2018
Submission Date	June 13, 2018

4. DELIVERABLES

If submitting a hard copy, one (1) original proposal and five (5) copies of the typewritten submission, including all required information, must be submitted in a sealed envelope or package. Any handmade corrections made in the proposal must be initialed by the principal or authorized officer of the firm. The original proposal must bear the original signature of a principal or authorized officer of the firm.

Proposals may also be emailed as a PDF attachment to vivian.clark@hchatexas.org. If submitting an electronic copy, only one (1) proposal need be e-mailed. Electronic submission of the proposal shall be considered signed by a principal or authorized representative of the firm.

Offerors are solely responsible for ensuring that their proposals are actually received by the time and date stated. Receipt at HCHA after the due date and time specified will be cause for rejection.

Proposal Due Date/Time

Proposals must be submitted on or before **4:00 p.m. CST on June 13, 2018** in a bound and sealed envelope or package or by email attachment.

If submitting a hardcopy of the proposal, the face of the envelope or package must contain, in addition to the address below, the title **Salary/Wage Comparability Study. RFP #18-05, Due Date and Time: March 13, 2018, 4:00 P.M. (CST), Name of Offeror _____**. If submitting an electronic copy of the proposal, the subject line must contain the title **Salary/Wage Comparability Study. RFP #18-05, Due Date and Time: June 13, 2018, 4:00 P.M. (CST), Name of Offeror _____**.

Submission Place/Address

Proposals must be submitted to **Vivian Clark, Executive Assistant, Harris County Housing Authority, 8933 Interchange Drive, Houston, Texas 77054** or by email to vivian.clark@hchatexas.org. Proposals by telegram, telephone, or facsimile, or handwritten proposals, will not be accepted by HCHA.

5. PRICES AND TERMS

Proposals must include a lump-sum fixed price; however, price alone will not be the sole determining factor in awarding a contract. Include an hourly rate for any additional mutually agreed upon consulting services related to but not explicitly identified in the RFP (see attached Fee Proposal Form). After receiving all responses, HCHA shall select the response that is most advantageous to HCHA, and enter into contract negotiations with the successful Offeror. If contract negotiations are unsuccessful, HCHA will cease negotiations and commence negotiations with the next ranked Offeror and so on. The term of the contract will be 120 calendar days.

6. GENERAL REQUIREMENTS

All submittals must conform to requirements outlined herein. HCHA reserves the option to require oral presentation by consulting firm(s) and to request additional information during the proposal review period.

Submittals must be open and not subject to unilateral withdrawal or modification for ninety (90) calendar days after the submittal due date.

All costs incurred, directly or indirectly, in preparing a response to this request for proposals shall be the sole responsibility of and shall be borne by the successful Offeror.

The successful Offeror shall:

- Complete written documentation of materials in a manner suitable for use by HCHA or governing entities as required.
- Meet with HCHA and HUD, stakeholders and local officials as may be necessary.
- Coordinate all services with HCHA.
- Coordinate all services with other parties as determined necessary by HCHA.
- Provide the basis, source, and methodology for arriving at conclusions in all materials and reports.
- List the firms' name, contact person, telephone number, and provide resumes and profiles of expected participants in the performance of this service. The submittal must provide an execution plan including schedules with tasks on how this work will be accomplished. There may be subsequent instructions issued to the successful candidate in connection with the final process. The submittal must make provisions to meet and comply with all applicable laws and regulatory criteria.

The Offeror shall have at least three years of experience in preparing comparability studies and analysis of positions as well as a management consulting and operation analysis with a variety of business structures. Preference will be given to the firm with prior experience in the area of non-profit organization and our public housing agencies.

The Offeror may be an individual or a business corporation, partnership, firm, joint venture or other legal entity duly organized and authorized to do business in Texas, financially sound and able to provide the services being procured by the HCHA.

The Offeror shall not be disbarred, suspended or otherwise lawfully precluded from participating in public procurement activities.

The Offeror must be in good standing with the HCHA, Harris County, City of Houston, State of Texas and are the federal government.

The Offeror must have and maintain all necessary liability insurance and submit proof of it with the submission its proposal.

7. CORRESPONDENCE

Requests for additional information related to this RFP should be made in writing and emailed to the Authority's Executive Assistant at vivian.clark@hchatexas.org by **March 31, 2018**. This will allow time for the issuance of any necessary amendment(s) to the RFP.

An amendment may be issued prior to the opening of the submittals for the purpose of changing or clarifying the intent of this RFP. All amendments shall be binding in the same way as if originally written in this RFP.

Any interpretation affecting all Offerors made prior to the submittal due date will be issued in the form of an amendment. HCHA will not be bound by or responsible for any other explanations or interpretations of this RFP package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon HCHA or HCHA representatives.

Sub-consultant(s) and others who have been requested by the Offeror, to assist in preparing a proposal shall obtain necessary information from the Offeror. They shall not directly contact HCHA or HCHA representatives for this information.

Contracts for these programs and services may be awarded to one or more firms whose submittals were judged to be the most advantageous to HCHA. In the event services are initiated prior to the processing of a fully executed contract, such services would be provided without guarantee of compensation.

8. DOCUMENT REQUIREMENTS

The following is a description of the minimum information, which must be supplied by Offerors in their submittals. It is up to the Offeror to give such supplementary facts or materials that it considers may be

of assistance in the evaluation of the proposal submitted. Submittals that omit critical elements may be considered non-responsive. Each submittal shall include a Table of Contents listing the submittal contents. The critical elements of the proposal shall include the following information:

- I. Letter of Transmittal. Signed by the person authorized to commit the organization to perform the services in the submittal.
- II. Table of Contents.
- III. Executive Summary. Provide a brief non-technical overview of the consulting firm's business including the range of services offered. Firms should provide information reflecting how and why the firm's products and services meet HCHA's needs. List the firm's team members, roles, responsibilities, qualifications and identify a primary contact person. The Offeror shall identify hereunder if this proposal is a joint venture or partnership with another entity.
- IV. Related experience of Offeror with PHA and HUD regulations. Provide a narrative which explains the Offeror's experience, anticipated relationship and the proposed method for coordinating and communicating with HUD, HCHA, its consultants, federal, state, city, county, and stakeholders.
- V. Related experience of the consulting firm(s) in providing similar professional services for housing authority programs.
- VI. Methodology/strategy to accomplish the scope of services. Provide a narrative summary describing the programmatic issues anticipated based on HCHA's operation of the program serving the elderly, families, veterans and/or homeless persons.
- VIII. Task-Fee Schedule. The Successful Offeror shall present its task-fee schedule.
- IX. Schedule of Performance/Timeliness.
- X. List of business references (minimum of 5), including a list of all PHA's for which the Offeror has provided services related to the housing choice voucher program. Provide a brief description of the services provided. Include banking references.
- XI. Section 3 Program experience and compliance.
- XII. Women and Minority Business Enterprise ("M/WBE") Participation. Describe and provide evidence of the firm's plans to make a good faith effort to maximize the utilization of women and minority-owned business enterprises and/or women business enterprise firms. In addition, all submittals shall include completed M/WBE forms, Attachments D-F.
- XIII. Certifications and Affidavits. Offerors shall submit executed originals of the following:
 - A. "Attachment B:" Conflict of Interest Questionnaire

- B. "Attachment C:" Form of Non-Collusive Affidavit
- C. "Attachment D:" M/WBE Participation/Bidder's Proposed M/WBE Participation Forms
- D. "Attachment E:" Sample Format for Record Keeping / Estimated Project Work,Force Breakdown
- E. "Attachment G:" Certifications and Representations of Offerors for Non-Construction Contracts (Form HUD 5369-C)
- F. "Attachment I:"Certificate of Payments to Influence Federal Transactions
- G. "Attachment "R:" Fee Proposal Form

XIV. Insurance: Evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Offerors shall furnish HCHA with certificates of insurance showing that the following insurance is in force, will insure all operations under this RFP, and include HCHA as a named insured. Required insurance levels are as follows:

Evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Offerors shall furnish HCHA with certificates of insurance showing that the following insurance is in force and will insure all operations under this RFP, and name HCHA as an additional insured. Required insurance levels are as follows:

Workers' compensation in accordance with the State of Texas rules and regulations.

General liability insurance with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$1,000,000. Such insurance shall protect Offeror against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment, hoists, and vehicles used on the site(s) not covered by Offeror's automobile liability. If Offeror has a "claims made policy," then the following additional requirements apply: The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to doing business in the State of Texas. The Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of

insurance shall provide that no coverage may be canceled or non-renewed by the insurance company until at least thirty (30) day's prior written notice has been given to HCHA.

- XV. Key Team Members. List of all key members of consulting firm(s) and any sub-consultant(s) who will be assigned to this project. Indicate the level of effort and function of each member on the project. Description of organization structure to showing how the key members will be involved. Include resumes of these individuals. The resumes should include the following minimum information:
- A. Names;
 - B. An explanation of the functions they will perform and their titles by classification;
 - C. Their relevant educational backgrounds;
 - D. Their relevant work experience;
 - E. Their work experience with governmental clients; and
 - F. Any specialized skills, training, and/or credentials relevant to the required services.
- XVI. Work samples: at least two different samples of similar studies completed for similar agencies, redacted as may be appropriate.

9. METHODOLOGY/STRATEGY TO ACCOMPLISH SERVICES

The successful Offeror must describe how it will approach the work associated with the requested services, including an understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services. All graphics presentations are optional. See "Attachment A" for the general scope of work anticipated. This document ("Attachment A") merely serves as a guideline, and it is not to be confused as an exhaustive delineation of the work that may ultimately occur.

10. OTHER SUBMITTALS

The following information must be submitted upon request.

- I. Information concerning the firm's affirmative action plans, policies, etc.
- II. Financial statement for the previous three (3) years.

11. EVALUATION CRITERIA

This is a qualification and fee-based selection. Submittals must be prepared in conformance with the guidelines stated herein.

Submittals will be evaluated by an Evaluation/Selection Committee. This team will review the submittals

and make a recommendation to Chief Executive Officer (CEO). The CEO will present its recommendations to the Board of Commissioners of HCHA who have authority to award contracts.

HCHA reserves the right to call for supplemental information from Offerors and to meet with all or any one of them to clarify points of uncertainty or ambiguity. Offerors agree to cooperate fully and promptly in providing such supplemental information or meeting requests.

Selection of the successful Offeror will be at the sole discretion of HCHA. All submittals shall be evaluated, and up to three most qualified (top ranked), responsive and responsible firms may be invited for panel interviews and discussions. If a contract is awarded, it will be awarded to the responsible consulting firm(s) whose qualifications and other factors are deemed most advantageous to HCHA. Additionally, HCHA shall have the right to reject any and all proposals at its discretion.

HCHA reserves the right to award multiple contracts to multiple Offerors. Those firms will be invited to negotiate all aspects of the fee proposal to arrive at a firm and reasonable price as determined by HCHA.

EVALUATION CRITERIA AND RATING

Relevant experience of Offeror and/or proposed project staff.

Demonstrated experience of the Offeror's workforce to be employed under the contract.

Highly Advantageous: **20 Pts.**

The proposer has more than 3 years of experience consulting with housing authorities on projects of similar size and scope to this project.

Advantageous: **10 Pts.**

The proposer has at least 3 years of experience consulting with housing authorities on projects of similar size and scope to this project.

Not Advantageous: **0 Pts.**

The proposer has less than 3 years of experience consulting with housing authorities on projects of similar size and scope to this project.

Staffing plan and methodology.

Demonstrated ability to provide a detailed plan and concrete methodology for producing a complete report that addresses all the requirements of this RFP.

Highly Advantageous: **20 Pts.**

The plan of services proposes a detailed, logical, and highly efficient scheme for producing a complete report that addresses all of the required issues.

Advantageous: **10 Pts.**

The plan of services proposes a credible scheme for producing a complete report that addresses all the required issues.

Not Advantageous: **0 Pts.**

The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to produce a complete report that addresses all of the required issues.

Offeror's demonstrated ability to complete projects on a timely basis:

Offeror's service plan indicates an approach that demonstrates an understanding of the requirements

of the services and ability to meet those requirements in a timely manner.

Highly Advantageous: **20 Pts.**

All of the Offeror's references indicate that the projects were completed on schedule or with minimal, insignificant delays.

Advantageous: **10 Pts.**

Only one of the Offeror's references indicate that the project was completed with substantial delays attributable to the Offeror, and no current project or projects completed in the last three years experienced substantial delays attributable to Offeror.

Unacceptable: **0 Pts.**

More than two of the Offeror's references indicate that the project was completed with substantial delays attributable to the Offeror, or anyone current project or projects completed within the past three years experienced substantial delays attributable to the Offeror.

Evaluation of the proposed plan:

Highly Advantageous: **25 Pts.**

The proposal contains a clear plan that addresses all the projects objectives for the RFP.

Advantageous: **12.5 Pts.**

The proposal contains a clear plan that addresses most of the project objectives stated in the RFP.

Unacceptable: **0 Pts.**

The proposal lacks a clear plan to address most of the project's objective as stated in the RFP.

Evaluation of previous work products:

Highly Advantageous: **20 Pts.**

The samples are well organized, clear, and concise, with few or no significant analytical, grammatical, or typographical errors.

Not Advantageous: **0 Pts.**

The samples are not well organized, clear and concise, or they contain numerous significant analytical, grammatical, or typographical errors.

MBE/WBE status:

Highly Advantageous: **5 Pts.**

The Offeror is a certified MBE/WBE own business and has the meaningful participation of minority and women employees and contractors, including MBE/WBE owned businesses as part of the proposed team.

Not Advantageous: **0 Pts.**

The Offeror is not a certified MBE/WBE own business nor has the meaningful participation of minority and women employees and contractors, including MBE/WBE owned businesses as part of the proposed team.

Section 3 status:

Highly Advantageous: **10 Pts.**

The Offeror meets the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701(Section 3) are has a plan to include Section 3 qualified individuals as part of the proposed team.

Not Advantageous:

0 Pts.

The Offeror does not meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701(Section 3) nor has a plan to include Section 3 qualified individuals as part of the proposed team.

Maximum Total Points

100 Pts.

Submittals will be evaluated and ranked according to points received.

12. TRAVEL AND REIMBURSABLES

All travel, postage, telephone, living and miscellaneous expenses will be borne by the successful Offeror. There will be no reimbursable expenses allowed under the contract.

13. AVAILABILITY OF RECORDS

HCHA and any duly authorized representative (which may include, but not be limited to, the U.S. Department of Housing and Urban Development, the Inspector General of the United States, and/or Harris County), shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the successful Offeror, which shall relate to the performance of the services to be provided.

14. AVAILABILITY OF FUNDS

Funding for the services will be provided by HCHA funding sources. The selected Offeror must comply with all applicable federal, state, and local laws, regulations, and ordinances. In the event that funds used to finance the services requested under this RFP or subsequent contract become unavailable, HCHA may cancel the award and all binding agreements will become null and void upon no less than 24 hours' notice in writing. Said notice shall be delivered by certified mail, return receipt requested. HCHA shall be the final authority to determine the non-availability of funds.

15. ASSIGNMENT OR TRANSFER

The successful Offeror shall not assign or transfer any interest in the contract in whole or in part without the written approval of HCHA.

16. CONTRACT AWARD

Acceptance of the firm's offer for the services specified herein will be made by executing a duly authorized contract authored and approved by HCHA. All Offerors are cautioned against making assumptions or accepting any representation by any employee, member, officer or representative of HCHA concerning the selection of the successful Offeror until a contract has been finally negotiated and executed.

The contract for providing said service must be approved by the Board of Commissioners of HCHA prior to the initiation of any work.

17. COMPENSATION

The successful Offeror selected for this project must have the financial resources to complete the scope of work and services. Fees will be paid upon the receipt of an acceptable and approvable invoice submitted to and approved by the HCHA Executive Assistant.

18. TERMINATION

Irrespective of any default hereunder, HCHA may at any time in its discretion (for convenience or cause) terminate the contract in whole or in part, and in such event, the firm shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

19. PATENTS AND ROYALTIES

The successful Offeror shall indemnify and save harmless HCHA and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or not patented inventions, processes or articles manufactured or used in the performance of the contract, including its use by HCHA. If the firm uses any service, device or material covered by letters, patents or copyrights, it is mutually agreed and understood that the successful Offeror should include all royalties or cost arising from the use of such services, devices, or materials involved in the work.

20. STANDARDS OF CONDUCT

The successful Offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

21. CONFLICT OF INTEREST

No employee, officer or agent of HCHA shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for the award is held by:

- An employee, officer or agent involved in making the award; or
- His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- His/her business or professional partner; or
- An organization which employs is negotiating to employ or has an arrangement concerning prospective employment of any of the above.

22. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful Offeror shall indemnify, defend, and hold HCHA and its officers, agents, employees, and

commissioners, (the “indemnified persons”) harmless from all liability, loss, or damage, including attorney fees and expenses, resulting from all claims, demands and causes of action of every kind and character asserted by any person (including, without limitation, the indemnified persons or the successful Offeror(s)’ employees), for personal injury, death, or for loss of or damage to any and all property in any way arising out of or in connection with the successful Offeror’s performance hereunder. The successful Offeror shall be responsible for all damage and loss sustained by it to its tools and equipment utilized in the performance of the successful Offeror’s services hereunder.

HCHA and/or any other indemnified persons shall notify the successful Offeror of any claim received within fifteen (15) days of receipt of such notice and shall promptly deliver to the successful Offeror, the original, or a true copy, of any notice, summons, pleading, or other process issued or served. Failure of any indemnified persons to provide this notice within the fifteen (15) day period does not waive any right to indemnification except to the extent that the successful Offeror is prejudiced, suffers loss, or incurs an expense, because of the delay.

Following such notification, and except as otherwise provided below, the successful Offeror shall defend any such claim, suit, proceeding, or other action, at its sole cost and expense with attorneys of its own selection who are reasonably satisfactory to HCHA.

The successful Offeror shall control the defense and any negotiations to settle the claim, but the indemnified persons shall have the right, if they see fit, to participate in such defense at their own expense. The successful Offeror shall have the power to settle the claim without the consent or agreement of the indemnified persons, unless the settlement would (i) result in injunctive relief or other equitable remedies or otherwise require an indemnified person to comply with restrictions or limitations that would adversely affect the indemnified person, (ii) require an indemnified person to pay amounts that the successful Offeror does not fund in full, (iii) not result in an indemnified person’s full and complete release from all liability to the claimants or other parties that are parties to or are otherwise bound by the settlement or (iv) establish a precedent(s) which the indemnified persons, in their sole discretion individually or in their collective discretion as a group, determine is not in the best interest of the indemnified persons.

If the successful Offeror notifies HCHA in writing within ten (10) days after receipt of an indemnified person’s written notice of a claim and request for indemnification, that the successful Offeror elects not to defend the claim, HCHA or any of the indemnified persons, shall assume and control the defense, and all defense expenses shall constitute an indemnification loss.

23. REMOVAL OF EMPLOYEES

HCHA may request the successful Offeror to immediately remove from the assignment or dismiss any employee found unfit to perform duties due, but limited, to one or more of the following:

- Neglect of duty or professional misconduct
- Disorderly conduct, use of abusive or offensive language, quarreling or fighting
- Theft, vandalism, immoral conduct or any other criminal activity

- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at HCHA

24. SUPERVISION

The successful Offeror shall provide adequate, competent supervision at all times during the performance of the contract. A qualified team leader and one alternate shall be designated in writing to HCHA prior to execution of the contract. The team leader or his/her alternate must be available to meet with HCHA personnel at any reasonable time. The successful Offeror shall provide the telephone numbers and e-mail addresses where its representatives can be reached.

25. STATEMENT OF OWNERSHIP

The firm's submittal shall contain the legal name of the entity with whom HCHA will contract, by name, address, phone number, and the name of the principal person assigned to negotiate on behalf of the firm(s). Furthermore, the firm(s) shall identify principals of any participating professional consulting firms which subcontracts or joint ventures with the firm(s), including names, addresses, position, and description of the extent of participation in the project. If the firm is a subsidiary, its relationship to the parent company(ies) shall be disclosed. The firm shall identify the organization and management approach to the project, as well as, identify individuals who will be assigned to key management positions. Resumes of these individuals shall be provided.

26. M/WBE PARTICIPATION

The successful Offeror agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called M/WBE) certified as such or recognized by HCHA as a certified M/WBE. The consulting firm shall make its best efforts to subcontract a sufficient dollar amount with M/WBEs to ensure that a minimum of 30 percent of the final contract dollars is expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that the firm must make its best efforts to expend on M/WBEs.

In the event HCHA has a reasonable belief that the consulting firm will not use his/her/its best efforts to meet the 30 percent M/WBE participation goal, HCHA reserves the right to pull work from the contract. Best efforts may be established by showing that the consulting firm has contacted and solicited bids/quotes from sub-consultants and worked with HCHA to seek assistance in identifying M/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO COMPLY MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

27. PERTINENT FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the successful Offeror.

The successful Offeror must adhere to federal regulations prohibiting discrimination on the basis of age

ATTACHMENT A

GENERAL SCOPE OF SERVICES

The HCHA is accepting proposals from qualified vendors to develop a comprehensive salary/wage comparability study for the existing organizational structure, and preparation of a corresponding salary scale chart. The HCHA desires to select a consulting firm who will assist HCHA in reviewing the existing job descriptions and compensation system including all benefits, analyze the current job performed by staff, determine the correct market pay for each position, establish the market value of the employee benefit package and provide a market analysis of the total compensation including salary and benefits.

The objectives of the HCHA are;

- To attract and retain qualified workers who will be paid equitable salaries.
- To provide fair and equitable salaries for all workers.
- To maintain competitiveness with other comparable agencies, and private companies.
- To provide a compensation plan that is easily understood and administered.

The scope of work includes but is not limited to the following:

Salary, Wage and Benefit Comparability Study.

Data Gathering:

The Consultant will identify other agencies and employers (minimum of 3 – 5) in the vicinity who have job classifications similar to those of the HCHA. The Consultant will solicit compensation and benefits information from the selected organizations as well as industry databases. The HCHA will have the opportunity to discuss with the Consultant the data gathering and analysis methodology before the work commences.

Data Analysis:

The Consultant will analyze data obtained in order to identify job classifications in other organizations that are comparable to those in the HCHA.

Preparation of HCHA Pay Schedule:

The Consultant will use a data collected to recommend pay schedules for all job classifications.

Staff Salary Recommendations:

The Consultant will use pay schedule data to develop recommended pay and benefit rates for each HCHA employee. Factors such as years of service, experience and more may be relevant to individual differences with the same job classification.

Report Preparation:

The Consultant will prepare a report on the comparability study. The report must include objectives and methodology, a summary of study results, documentation on the computation of entry pay rates for each job classification, pay schedule, and a table of recommended pay for each HCHA employee, along with a benefit summary document.

Documentation

Pursuant to regulatory requirements, the Consultant will provide HCHA with information on the data sources and wage data, including comparability information.

Drafts and Reports:

A draft report will be given to the Chief Executive Officer for review and discussion after which a final report including detail source material will be provided to the HCHA.

ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT C

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

_____, being first duly sworn, deposes and says that he is

(a partner or officer of the firm of, etc.)

of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE HARRIS COUNTY HOUSING AUTHORITY

or of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Bidder, if Bidder is an Individual

Signature of Bidder, if Bidder is a Partnership

Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this _____ day of _____, 2017

Notary Public

My Commission expires: _____

ATTACHMENT D

M/WBE PARTICIPATION

BIDDER'S PROPOSED M/WBE PARTICIPATION FORMS

M/WBE PARTICIPATION: The consultant agrees to make its best efforts to subcontract with minority business enterprises and/or women business enterprises (herein called M/WBE) certified as such or recognized by HCHA as a certified M/WBE. Consultant shall make its best efforts to subcontract a sufficient dollar amount with M/WBEs to ensure that a minimum of 30 percent of the final contract dollars are expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that Consultant must make its best efforts to expend on M/WBEs.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event, HCHA has a reasonable belief that Consultant will not use his/her/its best efforts to meet the 30 percent M/WBE participation goal, HCHA reserves the right to pull work from the contract. Best efforts may be established by showing that Consultant has contacted and solicited bids/quotes from subcontractors and worked with HCHA to seek assistance in identifying M/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO COMPLY MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

NOTIFICATION OF M/WBE PARTICIPATION: Consultant agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HCHA to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the successful Offeror.

CONSULTANT

DATE

BIDDER'S PROPOSED M/WBE PARTICIPATION FORM

Bidder proposes to work with the following MBE/WBE participants:

Name of Participant	M/WBE	Certifying Entity (City/Metro/HISD)	Percent of Total Work
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ATTACHMENT E

SAMPLE FORMAT FOR RECORDKEEPING
ESTIMATED PROJECT WORKFORCE BREAKDOWN

**SAMPLE FORMAT FOR RECORDKEEPING
ESTIMATED PROJECT WORK FORCE BREAKDOWN**

M/WBE PARTICIPATION

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH M/WBE
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRAINEES				
CONTRACTS:				
OTHERS				

Company

Project Name

Person Completing Form

Date

EXHIBIT C
AFFIRMATIVE ACTION FOR DISABLED WORKERS

41 CFR 60-741.4

41 CFR 60-250.4

- (a) The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- (b) The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice in a form to be prescribed by the Chief Development Officer, provided by or through the HCHA. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or other understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontract or vendor. The Consultant will take such action with request to any subcontract or purchase orders as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (g) The Consultant will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified.

The Consultant shall comply with the affirmative action clause prescribe in 41 C.F.R. Section 60-250.4(a) through (m) and the regulations contained in part 60-250.

ATTACHMENT F

**Instructions to Offerors for Non-Construction
Contracts (Form HUD-5369-B)**

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT G

**Certifications and Representations of Offerors for
Non-Construction Contracts (Form HUD 5369-C)**

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. 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.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT H

**General Conditions for Non-Construction
Contracts (Form HUD-5370-C)**

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

(ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

(ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

(iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

ATTACHMENT I

Certification of Payments to Influence Federal Transactions

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Title

Signature

Date (mm/dd/yyyy)

Harris County Housing Authority
Section 3 Policy

STATEMENT OF PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed toward low-and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons." The 1992 Act sets forth:

- The types of HUD financial assistance, activities, and recipients subject to the requirements of Section 3;
- The specific individuals and business concerns who are the intended beneficiaries of the economic opportunities generated from HUD-assisted activities; and
- The order of priority in which these individuals and business concerns should be recruited and solicited for the employment and other economic opportunities generated from HUD-assisted activities.

The Harris Housing Authority's Section 3 Policy is expressed in this statement, the goal statement, and the preference tiers. Implementation procedures may be amended periodically to insure that the policy requirements are being met or to bring about efficiencies in the implementation of the program based on the practice and experience of running the program.

*Note that supply and delivery contracts are exempted from these Section 3 Policy requirements.

HARRIS COUNTY HOUSING AUTHORITY PREFERENCE TIERS

Harris County Housing Authority's preference is to ensure that as many housing authority residents as possible are employed. In an effort to further that goal, the Authority has created the following preference tier structure. Vendors are asked to comply with Section 3 by first considering Category I, hiring at the site where work is being performed. If the vendor demonstrates to the Authority's satisfaction the inability to hire at the site, the Authority's next preference is for the vendor to hire residents from other Authority properties and/or programs (Category II). If the vendor cannot meet its Section 3 goal in this manner and needs to move to other categories, the vendor must document this inability to comply with the preference.

I. Preference for Section 3 Residents in Training and Employment Opportunities

Category I Train/hire residents from the site where the work is being performed

Category II Train/hire residents of other housing developments and/or programs managed by the housing authority that is expending the covered assistance

Category III Train/hire participants in a HUD Youthbuild-like program being carried out in the metropolitan area or Non-metropolitan County in which the covered assistance is expended

Category IV Train/hire other Section 3 residents

II. Preference for Section 3 Business Concerns in Contracting Opportunities

Category I Businesses

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended and whose full-time permanent workforce includes 30 percent of these persons as employees (or 30% of persons who were Section 3 residents within 3 years of their first employment)

Category II Businesses

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance and whose full-time, permanent workforce includes 30 percent of these persons as employees (or 30% of persons who were Section 3 residents within 3 years of their first employment)

Category III Businesses

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended

Category IV Businesses

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance

Category V Businesses

HUD Youthbuild-like programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended

Category VI Businesses

Business concerns that are 51 percent or more owned by Section 3 residents and:

- i. whose permanent, full-time workforce includes no less than 30 percent Section 3 residents; or
- ii. that subcontract 20 percent or more of the total amount of the contract (including modifications) and subcontracts 25 percent of the subcontracted amount to Section 3 business concerns

Category VII Businesses

Business concerns that are 51 percent or more owned by Section 3 residents

NOTE: For contracts or purchase orders \$100,000 or less, other economic opportunities can be identified without regard for the Harris County Housing Authority's preference requirements.

SECTION 3 COMPLIANCE REQUIREMENTS

Hiring

A. Background

1. The Section 3 regulations provide that recipients, their contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 5% of the aggregate number of new hires.

2. The Section 3 Regulations, at CFR Part 135, require that in affordable housing programs, compliance efforts shall be directed to provide training and employment opportunities to Section 3 residents in accordance with the HCHA preference tier structure.
3. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.
4. The Harris County Housing Authority requires a preference for hiring from the development where work is being performed. However, the Harris County Housing Authority will not require a vendor to hire from the development at the site if:
 - a. A pre-identified list of Section 3 residents from a job site contains no persons qualified to perform the work. Qualified residents from other developments shall then be considered.
 - b. The vendor's workforce is adequate to do the job and no new hiring is needed. In the event that no new hires are needed, vendors must pursue other avenues of compliance as set forth in the Harris County Housing Authority's preference tier structure.

B. Compliance

1. As part of each bid or proposal submitted, the respondent must document their workforce by position. Such information will be re-verified at the commencement of the contract.
2. Vendors will be required to submit documentation in the form of payroll forms submitted weekly that clearly identify the Section 3 hires. The vendor must comply with the Section 3 requirement throughout the life of the contract. Harris County Housing will periodically audit this information. Failure to comply with the weekly submittal of payroll shall result in the delay of payment.
3. Harris County Housing Authority residents by virtue of their income are Section 3 residents. Contractors employing Harris County Housing Authority residents must retain documentation that demonstrates any Harris County Housing Authority residents hired to meet Section 3 employment goals are:
 - a. identified on the lease of household, that is lease compliant; and
 - b. able to provide to the contractor or subcontractor the client number for the household where Harris County Housing Authority residency is claimed. This client number must appear on the certified payrolls submitted by the vendor to verify a Section 3 hire.
4. Non-Harris County Housing Authority households claiming Section 3 status must be prepared to submit evidence of income and residency in Harris County at the time of hire. As part of the Section 3 compliance process, vendors will be required to document that employees hired meet the residency and income requirements.

Contracting

A. Background

1. The Section 3 Regulations, at 24 CFR Part 135, provide that the Harris County Housing Authority, its contractors and subcontractors may demonstrate compliance by awarding contracts to Section 3 business concerns or to vendors who contract with such firms.
2. Harris County Housing Authority's contracting goals require that Section 3 firms receive at least:
 - a. 10 percent of the total dollar of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing; or
 - b. 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
 - c. 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. Goals apply to the entire amount of Section 3 covered assistance awarded to a recipient in any federal fiscal year (FFY), October 1 - September 30. Correspondingly, Harris County Housing Authority's goals shall apply to the total dollar amount of each contract or purchase order.

4. Recipients that award contracts to contractors that will provide training or hiring, must ensure that contractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.
5. Efforts shall be directed to award contracts to Section 3 business concerns according to HCHA preference categories.

B. Compliance

1. Business concerns claiming Section 3 status based on ownership and workforce or workforce only (as applicable) must meet that status at the time the bid or proposal is submitted to the Harris County Housing Authority.
2. Anyone claiming to be a Section 3 resident or business concern shall be required, as set forth by procedure, to provide evidence of such status.
3. Pursuant to 24 CFR 135.36 (c) any firm, prime or subcontractor claiming Section 3 status must demonstrate to the Authority's satisfaction that the business concern is responsible and has the ability to complete the work under the terms and conditions of the proposed contract. In evaluating firms under this provision the Authority will examine:
 - a. the work history and prior performance of the firm;
 - b. the requirements of the job versus the skills evidenced by the firm through its owners, officers, principals, and key staff;
 - c. technical and logistical capacity to complete the work considering contracts already awarded to the firm by the Authority or others;
 - d. bonding capacity and ability to obtain required insurance (with allowances for disadvantaged or startup firms);
 - e. evidence of past sanctions imposed by the Authority or others; and
 - f. evidence that the firm, its principals, associates, partners, subcontractors or others have not acted or colluded in order to circumvent the compliance process by structuring contractual or other relationships or engaging in practices designed to comply with Section 3 only to obtain the preference without regard to the work requirements of the job.
4. A business concern need not hire to be considered a Section 3 business provided that:
 - a. the business concern is 51 % or more owned by a Section 3 resident; or
 - b. the business concern's workforce consists of sufficient numbers of Section 3 residents to qualify the vendor as a Section 3 business (30% or more of the full-time workforce consists of Section 3 residents, or persons who were Section 3 residents within 3 years of first employment); or
 - c. the business concern subcontracts 20% or more of the total amount of the contract (including modifications) and in turn subcontracts 25% of the subcontracted amount to Section 3 business concerns (25% of 20%); or
5. After award of a contract, if a business concern must hire to maintain the Section 3 workforce percentage, new hiring efforts must be made in accordance with the Harris County Housing Authority preference tier for hiring (Category I).
6. If a business concern claims Section 3 status by virtue of workforce composition, documentation of the 30% workforce requirement must be submitted to the Authority as part of the response to the bid, quote, or proposal. Further, the firm must maintain the Section 3 workforce percentage throughout the life of the contract. Workforce composition is subject to audit.
7. A business concern (including joint-ventures) seeking to qualify for a Section 3 preference shall certify and submit evidence that they are entitled to the applicable Section 3 preference and that they are a Section 3 business concern as defined in 24 CFR, Part 135 and by the Harris County Housing Authority pursuant to this policy. Prime or subcontractors must submit documentation (including workforce composition data) as part of any bid, quote, or proposal submitted to the Harris County Housing Authority. Additional documentation is required for joint-ventures.

8. Firms that claim Section 3 business status by subcontracting (25% of 20%) of the total contract) to other Section 3 businesses must require that the subcontractor(s) provide ownership or workforce documentation as applicable. The prime contractors must keep such records on file and available for review by the Authority. Such documentation must also be submitted as part of any bid, quote or proposal.
9. Subcontractors identified by any prime contractor claiming Section 3 status per item 6 must be a Section 3 business by ownership and/or workforce as defined in this policy. Subcontractors used by prime contractors to comply with item 6 cannot claim Section 3 status by further subcontracting.
10. Section 3 Joint-Ventures - to meet Section 3 contracting goals the Authority is permitted to contract with an association of firms as least one of which meets the Authority's definition of a Section 3 business concern. A definition of a joint venture is provided in the definition section of this policy. Compliance requirements for joint-ventures are discussed below.
11. Joint-Ventures are subject to the following documentation requirements:
 - a. The joint-venture agreement must be in writing and must be submitted as part of the response to any bid or proposal solicited by the Harris County Housing Authority. In order for the Authority to evaluate the "adequacy" and "capacity", the agreement must describe in sufficient detail the area(s) of work assigned to each member of the joint-venture.
 - b. The joint-venture agreement must reference a completed and fully executed joint-venture certification, as provided by the Authority, which must also be attached to the joint-venture agreement as an exhibit.
 - c. The Harris County Housing Authority requires that the Section 3 joint-venture partner is a bona-fide Section 3 business; therefore, the joint-venture shall provide documentation that shows that the Section 3 partner meets the ownership and workforce, or workforce requirements established in this policy. Section 3 joint-venture partners cannot use subcontracting to establish their status as a Section 3 business concern.
 - d. Section 3 requires that the joint-venture partner be responsible for a clearly defined portion of the work. Proposals or bids must specify the labor hours assigned to and the compensation to be received by the Section 3 joint-venture firm.
 - e. Section 3 firms in the joint-venture must be qualified to perform the scope of work and have the capacity to complete the work assigned under the joint-venture agreement (see item b above).

Bid or Proposal Evaluation

- A. Vendors who fail to address Section 3 requirements will be deemed nonresponsive. This means that in the proposal or bid documents submitted to the Harris County Housing Authority, the Contractor's Affidavit and Compliance commitment must be completed including applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.
- B. After written notice from the Harris County Housing Authority specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in the Authority declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score. Where the selection is a qualifications-based procurement, the Harris County Housing Authority will award to the firm that is the next highest ranked.

ATTACHMENT K

Ethics Policy

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

Effective: August 15, 2012

Last Revised: August 5, 2015

INDEX

- A. Purpose
- B. Enforcement
- C. Ethics Policy
 - Economic Benefit
 - Unfair Participation
 - Gifts
 - Confidential Information
 - Representation of Private Interests
 - Outside Employment
 - Authority Property and Resources
 - Political Activity
 - Third-Party Actions
 - Interests in Contracts
 - Disclosure, Determination, and Resolution of Conflicts and Violations
 - Interpretation
 - Annual Trainings
- D. Sources of Law and Policy
 - Texas Housing Authorities Law
 - Local Public Official Conflict of Interest
 - Texas Nepotism Law
 - HUD Annual Contributions Contract

A. PURPOSE

As a county housing authority and public corporation, the Harris County Housing Authority ("Authority") is obligated to achieve and maintain certain standards of ethics under state law and under its Annual Contributions Contract ("ACC") with the U. S. Department of Housing and Urban Development ("HUD"). To achieve the highest standard of ethics and propriety, the Board of Commissioners adopted and established an Ethics Policy on August 15, 2012, to describe in a single document the various obligations of the Authority prescribed by federal and state law, and its contractual obligations with HUD. The purpose of the Ethics Policy is to maintain the reputation and goodwill of the Authority in Harris County and the state of Texas by ensuring that the public and other governmental entities have confidence in the integrity, independence, and impartiality of the commissioners, officers, employees, and other contractors of the Authority.

B. ENFORCEMENT

The board of commissioners shall recommend to any commissioner appropriate action to remediate or resolve any conflict or violation or shall refer to the Harris County Attorney's Office the facts and issues regarding any unresolved conflict or violation by a

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

commissioner that could constitute inefficiency, neglect of duty, or misconduct in office that might justify removal of the commissioner from office. The board of commissioners shall direct the executive director to remediate or resolve any conflict or violation involving an Authority employee. The executive director may take appropriate action to remedy or resolve an employee conflict or violation, including disciplinary action under the Employee Handbook.

C. ETHICS POLICY

All commissioners and employees shall abide by the provisions of Texas State law and the HUD ACC contained in the Sources of Law and Policy section below. To the extent allowed by federal or state law or the HUD ACC, the following rules shall further regulate the conduct of commissioners and employees to avoid the appearance or risk of impropriety:

Economic Benefit

A commissioner or employee shall not take any official action that he or she knows is likely to affect the economic interest of the commissioner or employee or their immediate family; an outside client or customer; a household member; the outside employer or a parent, child or spouse; a business entity or its affiliate of the commissioner or employee or their immediate family; a person or business entity from whom the commissioner or employee, or a spouse, has, within the previous 12 months, solicited, received and not rejected, or accepted an offer of employment, or with whom the commissioner or employee, or a spouse, has engaged in negotiations pertaining to business opportunities. Any commissioner or employee shall disclose such a relationship or interest and refrain from participation in any discussion or official action in the affected matter. A commissioner who is required to refrain from participation or action under this Section shall not be counted as "absent" for purposes of making a quorum under Article III, Section 7 of the Authority's Bylaws, because of the commissioner's refrainment.

Unfair Participation

A commissioner or employee may not use his or her official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person, including himself or herself, any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A commissioner or employee shall not acquire an interest in, or acquire an interest affected by, any contract, transaction, decision or other matter, if the commissioner or employee knows that the interest will be affected by the impending official action by the Authority. A commissioner or employee may not enter into any agreement or understanding with any person that official action by the commissioner or employee will be rewarded or reciprocated by the other person. A commissioner or employee shall not appoint or employ, or vote to appoint or employ, any relative within the third degree of consanguinity or second degree of affinity to any office or position within the Authority. No commissioner or employee shall supervise a relative in the third degree of consanguinity or second degree of affinity. If an employee, because of marriage,

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

promotion, reorganization, or otherwise, is placed into the line of supervision of a proscribed relative, one of the employees must be reassigned or other arrangements made for supervision. Any commissioner or employee shall disclose such a relationship or interest and refrain from participation in any discussion or official action in the affected matter.

Gifts

A commissioner or employee, and second degree relatives or outside business associates, shall not solicit, accept, or agree to accept any gift to benefit for himself or herself or an interested business entity that reasonably tends to influence or reward official conduct or that the commissioner or employee knows is being offered with the intent to influence or reward official conduct. A commissioner or employee shall not solicit any gift or benefit but may accept or agree to accept a non-cash gift of nominal value and meals in an individual expense of \$50 or less at any occurrence from any individual or business entity doing or seeking to do business with the Authority. However, except as provided in the sentence immediately below, such gifts may not in aggregate exceed \$250 during any 12-month period. Gifts of reasonable value related to a special occasion and the relationship between the donor and recipient, reasonable public awards, or rewards for meritorious service or professional achievement, scholarships and fellowships, admissions to events in his or her official capacity or a spouse's position, and solicitations for civic or charitable causes are excluded from this rule.

Confidential Information

A commissioner or employee shall not use his or her official position to obtain official information about any person or entity for any purpose other than in the performance of official duties. A commissioner or employee shall not intentionally, knowingly, or recklessly disclose any confidential information concerning the property, operations, policies, affairs, or tenants of the Authority excepted as permitted by the Texas Public Information Law or applicable federal law or regulation.

Representation of Private Interests

A commissioner or employee shall not represent any person, group, or entity before the Authority's board of commissioners or before staff having policy-making or decision-making responsibility. A commissioner or employee shall not assert the prestige of the commissioner's or employee's position for the purpose of advancing private interests or state, or imply that he or she is able to influence Authority action on any basis other than the merits.

Outside Employment

A commissioner or employee shall not solicit, accept, or engage in concurrent outside employment which could be reasonably expected to impair independence of judgment in or faithful performance of official duties. A commissioner or employee shall not provide services to an outside employer related to the commissioner or employee's official duties. A commissioner or employee shall disclose any outside employment to the Authority board of commissioners upon initial appointment and annually thereafter.

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

Authority Property and Resources

A commissioner or employee shall not use, request, or permit the use of Authority facilities, personnel, vehicles, equipment, tools, supplies, property, or resources for personal, private, or political activities or purposes.

Political Activity

A commissioner or employee shall not induce or attempt to induce any commissioner or employee to participate in a partisan election campaign, contribute to a candidate or political action committee, or engage in any other political activity relating to a particular party, candidate, or issue, or to refrain from engaging in any lawful political activity. A commissioner or employee may encourage another to vote generally. A commissioner or employee shall not accept any compensation for services in any political activity related to any federal, state or local election for a candidate or issue.

Third-Party Actions

A commissioner or employee shall not assist or induce, or attempt to assist or induce, any person to violate any provision in the Ethics Policy. A commissioner or employee shall not circumvent the Ethics Policy through the acts of another person.

Interest in Contracts

A commissioner or employee shall not have a private or personal financial interest in any contract with the Authority or in the sale to the Authority of any land, materials, supplies, or service. A private or personal financial interest arises when a party to the contract or sale involves the commissioner or employee, or a parent, child or spouse, or a business entity in which the commissioner or employee, or a parent, child or spouse, owns 10% of the voting stock or shares, or of the fair market value of the business entity, or a business entity that is a subcontractor on an Authority contract, a partner, or a parent, or subsidiary business entity.

Disclosure, Determination, and Resolution of Conflicts and Violations

A commissioner or employee shall disclose any known conflicts of interest, proscribed relationships, or apparent or potential violations of the laws, HUD's ACC, or Ethics Policy to the board of commissioners and executive director upon initial appointment or employment and annually upon the beginning of each fiscal year. The Authority's counsel shall prepare disclosure forms, and amendments as necessary or reasonable for approval of the board of commissioners. The board of commissioners shall submit all disclosure forms to Authority counsel for review. Authority counsel shall determine whether there is any actual or potential conflict or violation of the laws, HUD's ACC, or Ethics Policy, and recommend action by the board of commissioners or executive director to resolve any conflict or violation.

Interpretation

Actions subject to the Ethics Policy shall be opined by the counsel to the Authority based on the known facts and issues and reported to the board of commissioners and executive

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

director with recommended resolution of a conflict or violation of the law or general rules.

Annual Trainings

Commissioners are required to attend annual program and Board of Commissioners training to review the requirements of this Ethics Policy and their other responsibilities as Commissioners for Harris County Housing Authority.

D. SOURCES OF LAW AND POLICY

Certain Texas laws govern the ethics of commissioners and employees of housing authorities. The Ethics Policy will be amended automatically to incorporate any legislative amendments to these statutes that become law.

Texas Housing Authorities Law

The Texas Housing Authorities Law, Tex. Local Government Code, Chapter 392, includes two provisions regarding conflicts of interest affecting commissioners and employees:

Sec. 392.042. Interested Commissioners.

(a) In this section, "housing project" includes, in addition to the works or undertakings described by Subdivision (6) of Section 392.002:

- (1) a work or undertaking implemented for a reason described by Subdivision (6) of Section 392.002 that is financed in any way by public funds or tax-exempt revenue bonds; or
- (2) a building over which the housing authority has jurisdiction and of which a part is reserved for occupancy by persons who receive income or rental supplements from a governmental entity.

(b) Except as provided by Subsection (c), a commissioner of an authority may not have dealings with a housing project for pecuniary gain and may not own, acquire, or control a direct or indirect interest in a:

- (1) housing project;
- (2) property included or planned to be included in a housing project;
- (3) contract or proposed contract for the sale of land to be used for a housing project;
- (4) contract or proposed contract for the construction of a housing project; or
- (5) contract or proposed contract for the sale of materials or services to be furnished or used in connection with a housing project.

(c) A commissioner may:

- (1) manage a housing project;
- (2) own, acquire, or control a management company that renders management services to a housing project;
- (3) continue to own or control an interest in a housing project held by the commissioner before the commissioner's term of office began; or

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

- (4) own, acquire, or control an interest in, or have dealings with, a housing project over which the commissioner's housing authority does not have jurisdiction.
- (d) If a commissioner manages, owns, acquires, or controls a direct or indirect interest in property included or planned to be included in a housing project or has any other dealings for pecuniary gain with a housing project, the commissioner shall immediately disclose the interest or dealings to the authority in writing. The disclosure shall be entered in the minutes of the authority. The failure to disclose the interest constitutes misconduct of office.
- (e) A commissioner who knowingly or intentionally violates Subsection (b) or (d) commits an offense. An offense under this subsection is a felony of the third degree.
- (f) A person finally convicted under Subsection (e) is ineligible for future employment with the state, a political subdivision of the state, or a public corporation formed under the authority of the state or a political subdivision of the state.

§ 392.043. Interested Employees

- (a) Except as provided by Subsection (b), (c), or (f), an employee of an authority may not have dealings with a housing project for pecuniary gain and may not own, acquire, or control a direct or indirect interest in a:
 - (1) housing project;
 - (2) property included or planned to be included in a housing project;
 - (3) contract or proposed contract for the sale of land to be used for a housing project;
 - (4) contract or proposed contract for the construction of a housing project; or
 - (5) contract or proposed contract for the sale of materials or services to be furnished or used in connection with a housing project.
- (b) An employee may not have any dealings with a housing project for pecuniary gain except in the performance of duties as an employee of the housing authority.
- (c) Except as otherwise permitted by this chapter or another law, an employee of an authority may not be employed by or otherwise contract to provide services to another authority unless the first authority gives its written consent to the employment or contract. An employee of an authority who is employed by or who contracts to provide services to another authority under this subsection does not violate Subsection (a) or (b).
- (d) An employee who knowingly or intentionally violates Subsection (a) or (c) commits an offense. An offense under this subsection is a felony of the third degree.
- (e) A person finally convicted under Subsection (d) is ineligible for future employment with the state, a political subdivision of the state, or a public corporation formed under the authority of the state or a political subdivision of the state.
- (f) An employee of an authority may be a party to or otherwise participate in a contract or agreement for assistance under a housing program, including a contract or agreement for public housing, Section 8 housing assistance, low-interest home loans, lease-purchase assistance, or down payment assistance, to the same extent as a member of the public if the employee qualifies for assistance under the program.
- (g) In this section, "Section 8 housing assistance" means housing assistance provided under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 1437f).

Local Public Official Conflict of Interest

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

The Texas Government Code, Chapter 171, establishes conflict of interest boundaries for local public officials. Those applicable to housing authority commissioners and officers are included below:

§ 171.001. Definitions

In this chapter:

- (1) "Local public official" means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), county, municipality, precinct, central appraisal district, transit authority or district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature.
- (2) "Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

§ 171.002. Substantial Interest in Business Entity

- (a) For purposes of this chapter, a person has a substantial interest in a business entity if:
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year.
- (b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- (c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

§ 171.003. Prohibited Acts; Penalty

- (a) A local public official commits an offense if the official knowingly:
 - (1) violates Section 171.004;
 - (2) acts as surety for a business entity that has work, business, or a contract with the governmental entity; or
 - (3) acts as surety on any official bond required of an officer of the governmental entity.
- (b) An offense under this section is a Class A misdemeanor.

§ 171.004. Affidavit and Abstention From Voting Required

- (a) If a local public official has a substantial interest in a business entity or in real property, the official shall file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:
 - (1) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

(2) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

- (b) The affidavit must be filed with the official record keeper of the governmental entity.
- (c) If a local public official is required to file and does file an affidavit under Subsection (a), the official is not required to abstain from further participation in the matter requiring the affidavit if a majority of the members of the governmental entity of which the official is a member is composed of persons who are likewise required to file and who do file affidavits of similar interests on the same official action.

§ 171.005. Voting on Budget

- (a) The governing body of a governmental entity shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a member of the governing body has a substantial interest.
- (b) Except as provided by Section 171.004(c), the affected member may not participate in that separate vote. The member may vote on a final budget if:
- (1) the member has complied with this chapter; and
 - (2) the matter in which the member is concerned has been resolved.

§ 171.006. Effect of Violation of Chapter

The finding by a court of a violation under this chapter does not render an action of the governing body voidable unless the measure that was the subject of an action involving a conflict of interest would not have passed the governing body without the vote of the person who violated the chapter.

§ 171.007. Common Law Preempted; Cumulative of Municipal Provisions

- (a) This chapter preempts the common law of conflict of interests as applied to local public officials.
- (b) This chapter is cumulative of municipal charter provisions and municipal ordinances defining and prohibiting conflicts of interests.

§ 171.009. Service on Board of Corporation for No Compensation

It shall be lawful for a local public official to serve as a member of the board of directors of private, nonprofit corporations when such officials receive no compensation or other remuneration from the nonprofit corporation or other nonprofit entity.

Texas Nepotism Law

The Texas Nepotism Law, Texas Government Code, Chapter 573, limits the relationships of a public official to employees and candidates for public positions:

§ 573.001. Definitions

In this chapter:

- (1) "Candidate" has the meaning assigned by Section 251.001, Election Code.
- (2) "Position" includes an office, clerkship, employment, or duty.
- (3) "Public official" means:

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

- (A) an officer of this state or of a district, county, municipality, precinct, school district, or other political subdivision of this state;
- (B) an officer or member of a board of this state or of a district, county, municipality, school district, or other political subdivision of this state; or
- (C) a judge of a court created by or under a statute of this state.

§ 573.002. Degrees of Relationship

Except as provided by Section 573.043, this chapter applies to relationships within the third degree by consanguinity or within the second degree by affinity.

SUBCHAPTER B. RELATIONSHIPS BY CONSANGUINITY OR BY AFFINITY

§ 573.021. Method of Computing Degree of Relationship

The degree of a relationship is computed by the civil law method.

§ 573.022. Determination of Consanguinity

- (a) Two individuals are related to each other by consanguinity if:
 - (1) one is a descendant of the other; or
 - (2) they share a common ancestor.
- (b) An adopted child is considered to be a child of the adoptive parent for this purpose.

§ 573.023. Computation of Degree of Consanguinity

- (a) The degree of relationship by consanguinity between an individual and the individual's descendant is determined by the number of generations that separate them. A parent and child are related in the first degree, a grandparent and grandchild in the second degree, a great-grandparent and great-grandchild in the third degree and so on.
- (b) If an individual and the individual's relative are related by consanguinity, but neither is descended from the other, the degree of relationship is determined by adding:
 - (1) the number of generations between the individual and the nearest common ancestor of the individual and the individual's relative; and
 - (2) the number of generations between the relative and the nearest common ancestor.
- (c) An individual's relatives within the third degree by consanguinity are the individual's:
 - (1) parent or child (relatives in the first degree);
 - (2) brother, sister, grandparent, or grandchild (relatives in the second degree); and
 - (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).

§ 573.024. Determination of Affinity

- (a) Two individuals are related to each other by affinity if:
 - (1) they are married to each other; or
 - (2) the spouse of one of the individuals is related by consanguinity to the other individual.

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

(b) The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

(c) Subsection (b) applies to a member of the board of trustees of or an officer of a school district only until the youngest child of the marriage reaches the age of 21 years.

§ 573.025. Computation of Degree of Affinity

(a) A husband and wife are related to each other in the first degree by affinity. For other relationships by affinity, the degree of relationship is the same as the degree of the underlying relationship by consanguinity. For example: if two individuals are related to each other in the second degree by consanguinity, the spouse of one of the individuals is related to the other individual in the second degree by affinity.

(b) An individual's relatives within the third degree by affinity are:

- (1) anyone related by consanguinity to the individual's spouse in one of the ways named in Section 573.023(c); and
- (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Section 573.023(c).

SUBCHAPTER C. NEPOTISM PROHIBITIONS

§ 573.041. Prohibition Applicable to Public Official

A public official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated from public funds or fees of office if:

- (1) the individual is related to the public official within a degree described by Section 573.002; or
- (2) the public official holds the appointment or confirmation authority as a member of a state or local board, the legislature, or a court and the individual is related to another member of that board, legislature, or court within a degree described by Section 573.002.

§ 573.062. Continuous Employment

(a) A nepotism prohibition prescribed by Section 573.041 or by a municipal charter or ordinance does not apply to an appointment, confirmation of an appointment, or vote for an appointment or confirmation of an appointment of an individual to a position if:

- (1) the individual is employed in the position immediately before the election or appointment of the public official to whom the individual is related in a prohibited degree; and
- (2) that prior employment of the individual is continuous for at least:
 - (A) 30 days, if the public official is appointed;
 - (B) six months, if the public official is elected at an election other than the general election for state and county officers; or
 - (C) one year, if the public official is elected at the general election for state and county officers.

(b) If, under Subsection (a), an individual continues in a position, the public official to whom the individual is related in a prohibited degree may not participate in any

HARRIS COUNTY HOUSING AUTHORITY

Ethics Policy

(A)(1) In addition to any other applicable conflict of interest requirements, neither the Authority nor any of its contractors or their contractors may enter into any contract, subcontract, or arrangement in connection with a project under this ACC in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

(i) Any present or former member or officer of the governing body of the HA, or any member of the officer's immediate family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, the Authority or a business entity.

(ii) Any employee of the Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

(iii) Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or the HA.

(2) Any member of these classes of persons must disclose the member's interest or prospective interest to the Authority and HUD.

(3) The requirements of this subsection (A)(1) may be waived by HUD for good cause, if permitted under State and local law. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract to which the waiver pertains.

(4) The provisions of this subsection (A) shall not apply to the General Depository Agreement entered into with an institution regulated by a Federal agency, or to utility service for which rates are fixed or controlled by a State or local agency.

(5) Nothing in this section shall prohibit a tenant of the Authority from serving on the governing body of the HA.

(B)(1) The Authority may not hire an employee in connection with a project under this ACC if the prospective employee is an immediate family member of any person belonging to one of the following classes:

(i) Any present or former member or officer of the governing body of the HA. There shall be excepted from this prohibition any former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the HA.

(ii) Any employee of the Authority who formulates policy or who influences decisions with respect to the project(s).

(iii) Any public official, member of the local governing body, or State or local legislator, who exercises functions or responsibilities with respect to the project(s) or the HA.

(2) The prohibition referred to in subsection (B)(1) shall remain in effect throughout the class member's tenure and for one year thereafter.

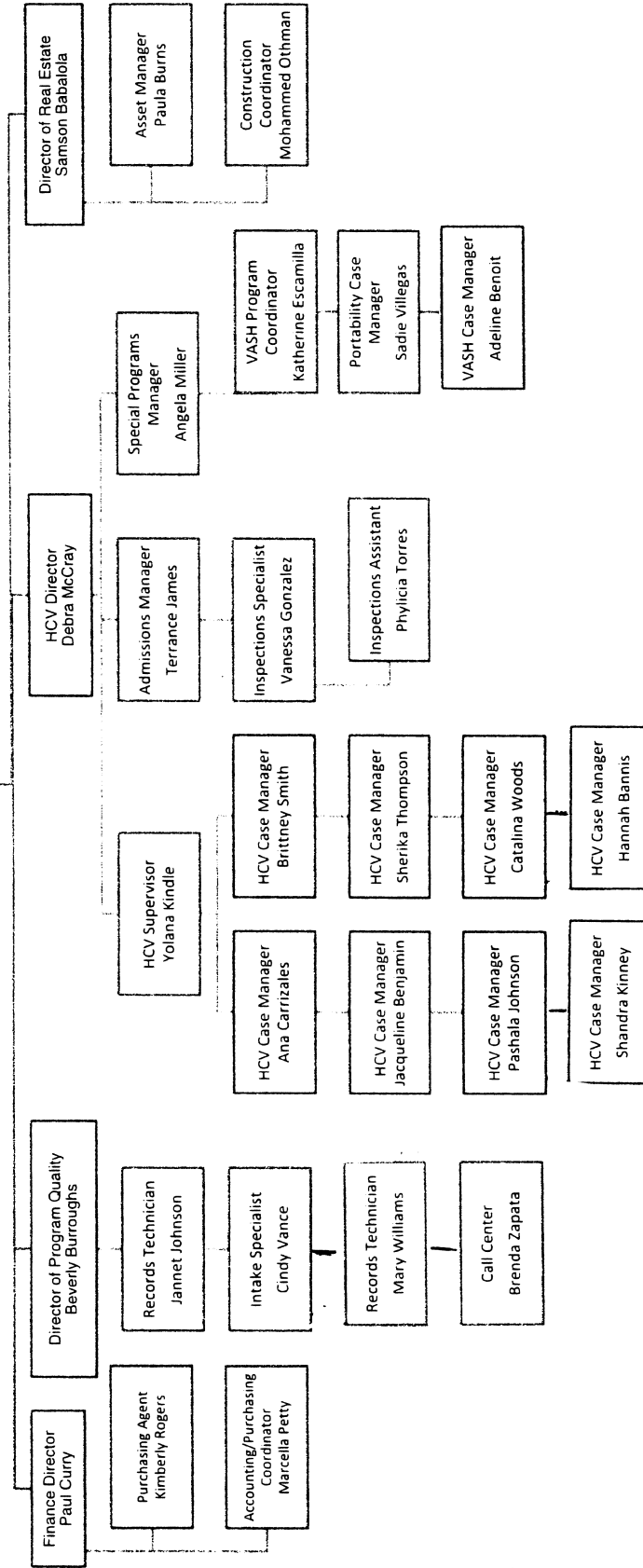
(3) The class member shall disclose to the Authority and HUD the member's familial relationship to the prospective employee.

ATTACHMENT L

HCHA Organizational Chart

CEO/Executive
Director
Horace Allison

Executive Assistant
Vivian Clark



ATTACHMENT M

Job Classification Listing

Admissions Manager	Exempt
Asset Manager	Exempt
Chief Executive Officer	Exempt
Director of Administration	Exempt
Director of Program Quality	Exempt
Finance Director	Exempt
HCV Director	Exempt
HCV Supervisor	Exempt
VASH Program Coordinator	Exempt
Director of Public Affairs	Exempt
Director of Real Estate Development	Exempt
Accountant/Purchasing Agent	Non-Exempt
Call Center Rep	Non-Exempt
Construction Coordinator	Non-Exempt
Executive Assistant	Non-Exempt
HCV Case Manager	Non-Exempt
Inspector Assistant	Non-Exempt
Inspection Specialist	Non-Exempt
Intake Specialist	Non-Exempt
Portability Case Manager	Non-Exempt
Records Technician	Non-Exempt
Special Programs Case Manager	Non-Exempt
VASH Case Manager	Non-Exempt

ATTACHMENT N

Job Descriptions

Asset Manager

AH/Exempt



This position is responsible for overseeing the day-to-day performance of Harris County Housing Authority's real estate portfolio. Duties include: monitoring all phases of real estate management; operations; maintenance; assisting in the development and implementation of social service programs and special projects for the housing authority.

PRIMARY RESPONSIBILITIES

- Monitor the Authority's real estate portfolio, and ensure program compliance with the Harris County Housing Authority (HCHA), HUD, and TDHCA policies, regulations and standards
- Assist to develop and execute an Operational Management Plan for HCHA's portfolio
- Ensure that private property management firms achieve programmatic compliance and above average management performance by maintaining occupancy, maximizing income and reducing tenant accounts receivable and collection losses, inspecting units and systems, maintaining the functional soundness and physical integrity of the HCHA's property assets through high quality maintenance and operation
- Ensure that the social services are provided in compliance with policies, procedures, regulations and contractual obligations and standards
- Implement proactive strategies to resolve operational, financial and compliance problems
- Develop and maintain relationships with property management companies, and clients
- Review and monitor monthly and quarterly operational reports to evaluate the asset and management performance
- Review and monitor the management companies' preventative maintenance plans, housekeeping inspections, inventory reports for accuracy
- Monitor status reports to ensure that jobs are being closed within 90 days or fewer
- Review 5% of tenant files monthly and evaluate compliance with applicable Federal and State policies, rules and regulations
- Review the management companies' client information, documentation and calculations to ensure effective communication of lease terms
- Ensure all service contracts are procured properly and approve all major purchases in excess of \$5000 that are unbudgeted
- Work in conjunction with the social service providers, tenants, property management staff and vendors to maximize tenant participation and satisfaction through coordination and implementation of tenant events
- Schedule quarterly inspection tours to review janitorial, property safety, appearance and landscaping
- Ensure all properties are in compliance with the governing rules and regulations, and that audits/reports are submitted in a timely manner without any findings
- With the assistance of the construction coordinator, ensure that maintenance and construction expenses/projects are reasonable, reviewed, monitored, and updated
- Implement an asset management tracking system and performance tracking system that is compatible with HCHA's financial software applications
- Review and analyze operating partnership tax returns and work with general partners and accountants to resolve problems and recommend the returns for approval/submission
- Review and analyze annual audited financial statements and follow-up with the general partners and accountants on any issues revealed through the review process
- Develop property budgets, monitor expenses, and determine needed capital improvements
- Monitor year-to-date property performance versus budget and prepare variance explanations for significant income and expense variances; submit a monthly report to the Director of Real Estate Development and CEO
- Monitor tenant account receivables and all payments on vendor/contractor invoices. Monitor compliance with contracts and ensure compliance and contractual agreements.
- Assist the Director of Real Estate Development with preparing annual/quarterly/monthly reports as required
- Provide advice and ensure aggressive rent collection by the private management companies

- Ensure the promotion of excellent tenant relations and customer service
- Establish a rapport with resident leadership groups to foster good working relationships
- Conduct quality assurance reviews/audit in preparations for file reviews and/or inspections by third parties
- Manage relationships with general partners, lender representatives, management agents and local, state and federal officials
- Review quarterly owners' reports to investment partners and recommend approval to the Director of Real Estate Development for approval/submission
- Oversees the informal hearing and informal review process and serves as the hearing officer

QUALIFICATIONS AND REQUIREMENTS

- Bachelor's degree in Business Administration, Public Administration or related field from an accredited college or university required
- Five (5) years of progressively responsible experience in multi-family public housing project management with experience in the area of low-income housing, leased housing, including two years at the supervisory or managerial level
- Class "A", "B" and "C", multi-state affordable housing, rehabilitation and new construction portfolio experience preferred
- Certified Apartment Manager (CAM), Accredited Residential Manager (ARM), Certified Apartment Portfolio Supervisor (CAPS) and/or Certified Property Manager (CPM) designation preferred
- Three (3) years of on-site multi-family management experience and at least one (1) year experience supervising a 600 + unit and 5+ property portfolio
- Excellent written and verbal communication skills
- Strong organizational and analytical skills
- Ability to provide efficient, timely, reliable, and courteous service to customers
- Ability to effectively present information
- Ability to respond effectively to sensitive issues
- Bondable
- Valid Texas driver's license or ability to obtain such within the first thirty (30) days of employment
- Eligibility for coverage under Harris County Housing Authority fleet auto insurance

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is intermittently sedentary but requires mobility (i.e. climb stairs) to tour and inspect properties.
- The employee will experience some repetitive motion of the hand-wrist when using computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment, and those associated with the on-site inspection of buildings, construction sites, etc. The employee may be exposed to hazardous conditions and weather extremes.

Harris County Housing Authority is an Equal Opportunity Employer. If you are a person with a disability requiring assistance applying for this position, please contact hr@hchatexas.org.

CEO and Executive Director

COCC/Exempt



This position plans and directs all aspects of the organization's policies, objectives, and initiatives and is responsible for the short and long-term goals and growth of the housing authority.

PRIMARY RESPONSIBILITIES

- Oversees the planning, direction and implementation of all programs and policies of the Authority
- Ensures the effective and efficient administration of all agency business
- Remains knowledgeable of federal laws pertaining to housing authorities and community development agencies and of the development guidelines and regulations of municipalities within Harris County
- Remains knowledgeable of the processes and procedures for the design and development of affordable housing, including Low-Income Housing Tax Credit Developments, single-family subdivision development, in-fill development, and affordable housing financing
- Ensures that all Authority activities are compliant with local, state and federal laws
- Ensures that all personnel are properly trained and certified in their areas of responsibilities
- Develops, designs and approves all budgets and financial statements as required by various funding sources
- Supervises staff as assigned
- Performs related duties

QUALIFICATIONS AND REQUIREMENTS

- Bachelor's degree in a related field (law, public administration, politics or similar) with a preference given to graduate degrees in related areas
- Three or more years of management experience
- Strong working knowledge of fiscal management and the processes and procedures related to the design and development of affordable housing
- Ability to comprehend complex regulations, reports, contracts, and guidelines
- Knowledge of and experience with local, state and federal government
- Strong community involvement and the ability to interact with community organizations and leaders
- The ability to act as a liaison between federal, state, and local government entities
- Ability to work with a diverse team and to communicate in a professional manner
- Ability to be bonded

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

Harris County Housing Authority is an Equal Opportunity Employer. If you are a person with a disability requiring assistance applying for this position, please contact hr@hchatexas.org.

Director of Program Quality

HCV/Exempt



This position is responsible for ensuring that all aspects of the Housing Choice Voucher Program are conducted in accordance with HUD regulations and the housing authority's Administrative Plan. This position also prepares official correspondence and reports in response to requests from government agencies, investigates fraud complaints, and prepares annual reports as required by HUD.

PRIMARY RESPONSIBILITIES

- Prepare the Section Eight Management Assessment Program Certification (SEMAP) report
- Prepare and review the annual and five-year PHA Plans
- Research and prepare reports in response to governmental inquiries relating to the Housing Choice Voucher (HCV) Program and its participants
- Respond to HUD audit reviews and assist auditors as required
- Create utility allowance schedules annually
- Develop quality control safeguards and procedures
- Prepare monthly quality control analysis reports
- Review HCV tenant files for accuracy, completeness, and compliance with regulations
- Review housing assistance contracts for compliance with regulations
- Maintain a contract/lease log
- Review monthly reports from HUD's PIC system and follow up as required
- Monitor and assign staff access to the Work Number system
- Monitor and assign EIV access and ensure users comply with federal requirements
- Research complaints and fraud allegations and prepare response recommendations as appropriate
- Supervise file room, intake, and case manager staff as assigned
- Attend and organize meetings to generate feedback and familiarize the community with the housing authority and its programs
- Review proposed changes to the Administrative Plan
- Evaluate and develop standard operating procedures for the HCV Program
- Perform related duties

QUALIFICATIONS AND REQUIREMENTS

- Bachelor's degree
- At least six years of progressively responsible experience working in the HCV Program
- At least three years of supervisory experience
- At least two years of experience performing quality control duties related to the HCV Program
- Prior experience working with Housing Pro software preferred

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

Harris County Housing Authority is an Equal Opportunity Employer. If you are a person with a disability requiring assistance applying for this position, please contact hr@hchatexas.org.

Finance Director

COCC/Exempt



This position directs the overall financial operations of the housing authority including accounting, budget, credit, insurance, tax and treasury matters.

PRIMARY RESPONSIBILITIES

- Assist in the preparation of financial statements, check registers, and contract logs
- Present the housing authority's current financial standing in monthly board meetings
- Prepare, analyze, review and submit program budgets
- Maintain a record of fixed assets and conduct regular inventories
- Process payroll transactions and issue payroll payments
- Issue timely payments to landlords and vendors
- Issue and void checks, record ACH deposits, and maintain general ledger accounts and journal entries
- Coordinate internal audits and serve as liaison for independent audits
- Record revenue from authority programs and issue monthly reports to HUD
- Process and code purchase orders
- Process accounts payable checks for mailing
- Reconcile bank statements
- Prepare 1099s, W-2 forms, and other required tax documents
- Ensure compliance with all regulatory guidance and internal financial policies/procedures
- Recommend policies and protocols regarding internal financial controls and procedures
- Supervise staff as assigned
- Perform related duties

QUALIFICATIONS AND REQUIREMENTS

- Bachelors of Science in Accounting or equivalent from an accredited university; MBA or CPA certification preferred
- Four to six years of experience in the accounting field
- Thorough understanding of Generally Accepted Accounting Principles (GAAP) and knowledge of statutory accounting principles
- Experience working within the Housing Choice Voucher Program preferred
- Experience working with Sage accounting software preferred
- Willingness to creatively and collaboratively solve issues as they arise
- Commitment to help HCHA be the most efficient and compassionate service agency possible

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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HCV Director

HCV/Exempt



This position is responsible for directing all aspects of the Housing Choice Voucher (HCV) Program and for ensuring compliance with local, state, and federal regulations and with HCHA policies.

PRIMARY RESPONSIBILITIES

- Formulates and implements operating policies, procedures, objectives, and budgets; ensures operational compliance with relevant regulations and standards
- Coordinates and assists with the Section Eight Management Assessment Program Certification Report
- Maintains HUD's Public and Indian Housing Information System; ensures data accuracy
- Implements and maintains a quality control system
- Transmits 50058 forms and maintains PIC System
- Ensures that all EIV Reports (Deceased Tenant Report, Multi-subsidy Report, and Identification and SSA Verifications) are monitored and issues resolved in a timely manner
- Coordinates and assists the research and the preparation of reports to all governmental inquiries and communications relating to the HCV Program and its participants
- Coordinates and assists in the preparation and the response to all internal, HUD or HUD OIG audit reviews
- Performs ongoing Housing Assistance Payment budget analysis; monitors billing and payments; tracks expenditures and utilization rates; monitors budget expenditures
- Ensures that leasing schedules are met
- Ensures that all department staff receives proper training and instruction; monitors staff to ensure compliance with policies
- Coordinates, develops and modifies payment standards for the program
- Analyzes rental market areas and rent burdens
- Ensures that all units under contract meet Housing Quality Standards and other related requirements
- Reviews and monitors program effectiveness
- Implements and maintains a secure records management system
- Conducts regular staff meetings; develops employee work schedules and caseload assignments; prepares performance evaluations; interviews and hires staff
- Performs related duties

QUALIFICATIONS AND REQUIREMENTS

- Bachelor's degree
- Three to five years of progressively responsible management experience and three to five years working within the Housing Choice Voucher Program
- Extensive knowledge of HUD regulations related to the HCV Program
- Excellent written and oral communication skills with demonstrated experience providing excellent customer service

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.

- Work involves the normal risks or discomforts associated with an office environment.

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HCV Supervisor

HCV/Exempt



This position is responsible for assisting the Housing Choice Voucher (HCV) Program Director, supervising case management staff and ensuring all areas of case management operations are in compliance with relevant federal, state, and local regulations and the HCHA Administrative Plan.

PRIMARY RESPONSIBILITIES

- Supervise HCV case managers and ensure that HCV policies and procedures comply with HUD regulations and the HCHA Administrative Plan.
- Advise the HCV Director and HR on issues regarding case manager discipline and job performance.
- Ensure that case managers understand and comply with regulations, policies, and procedures.
- Coordinate and schedule appointments.
- Conduct regular staff meetings with case managers.
- Assign projects and tasks to case managers and prioritize projects/work assignments.
- Assist HCV Director with establishing department goals and objectives.
- Research and resolve complaints from landlords and program participants.
- Review client files for termination based on current HCV policies and HUD regulations.
- Review and approve HAP contracts on behalf of the Authority.
- Interview and oversee the hiring/training of new case managers and make recommendations to the HCV Director and CEO.
- Review changes in family composition requests and requests for voucher extensions.
- Review client files for unreported income based on current HCV policies and HUD regulations.
- Assist HCV Director in reviewing the monthly HAP register and pending payments report.
- Develop, prepare and update all HCV Program Standard Operating Procedures (SOPs).
- Perform related duties.

QUALIFICATIONS AND REQUIREMENTS

- Associates degree.
- At least three years' experience in HCV case management or other related positions in an HCV Program.
- At least three years of managerial experience.
- Thorough knowledge of HUD regulations and guidelines regarding the HCV Program.
- Willingness to creatively and collaboratively manage conflicts and resolve issues as they arise.
- Strong interpersonal and customer service skills.
- Commitment to help HCHA be the most efficient and compassionate service agency possible.
- Experience working with Microsoft Office suite programs such as Word, Excel, PowerPoint, and Outlook.
- Experience working with Housing Pro software and the ability to speak Spanish preferred.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Special Programs Supervisor

HCV/Exempt



This position is responsible for assisting the Housing Choice Voucher (HCV) Program Director, supervising Special Programs which includes Portability, VASH, SRO, MOD Rehab, Program 1185 and Home Ownership. This position is responsible for overseeing case management staff and ensuring all areas of case management operations are in compliance with relevant federal, state, and local regulations and the HCHA Administrative Plan.

This position is also responsible for assisting clients porting to or from Harris County Housing Authority. This position ensures that clients understand the requirements of the Housing Choice Voucher (HCV) program and HCHA's Administrative Plan, and works with authority personnel, landlords, and clients to conduct interviews, certifies client eligibility and changes, and support clients in the porting process.

PRIMARY RESPONSIBILITIES

- Supervise all special programs case managers and ensure that HCV policies and procedures comply with HUD regulations and the HCHA Administrative Plan.
- Assist VASH Coordinator in facilitating the successful outcome of the VASH program.
- Advise the HCV Director and HR on issues regarding discipline and job performance for special programs case managers.
- Conduct regular staff meetings; assign projects and tasks; and prioritize projects/work assignments for special programs case managers.
- Assist HCV Director with establishing department goals and objectives for special programs.
- Research and resolve complaints from landlords and program participants.
- Review and approve HAP contracts on behalf of the Authority.
- Interview and oversee the hiring/training of new special programs case managers and make recommendations to the HCV Director and CEO.
- Review changes in family composition requests and requests for voucher extensions.
- Assist with developing, preparing and updating HCV Program Standard Operating Procedures (SOPs).
- Manage portability case load by maintaining client files; responding to client/landlord requests, and processing forms related to the HCV Program.
- Interview clients and complete annual re-certifications, interims and new contracts in a timely manner.
- Verify client information and issue notices of any changes in assistance.
- Research alleged violations of program rules and prepare documents to support termination decisions.
- Provide clients with information concerning other available sources of assistance.
- Complete required reports and track necessary certifications and documentation.
- Issue vouchers and conduct move briefings.
- Serve as the Section 504 Coordinator.
- Assist clients in the repayment process for unreported income.
- Process intake for active HCV client transferring their assistance from or to HCHA.
- Collaborate with the Finance Department to ensure that monthly billing for port in clients is received and made in accordance to HUD regulations and HCHA policies.
- Perform related duties.

QUALIFICATIONS AND REQUIREMENTS

- Associate's degree.
- At least three years' experience in HCV case management or other related positions in an HCV Program.
- Thorough knowledge of HUD regulations and guidelines regarding the HCV Program.
- Willingness to creatively and collaboratively manage conflicts and resolve issues as they arise.
- Strong interpersonal and customer service skills.
- Sufficient experience to understand the procedures and expectations of an office environment.

- Prior experience providing case management services or working with Housing Pro software preferred.
- Drive to tackle difficult challenges and add value to both HCHA and the communities we serve.
- Experience working with Microsoft Office suite programs such as Word, Excel, PowerPoint, and Outlook.
- Commitment to help HCHA be the most efficient and compassionate service agency possible.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Director of Real Estate Development

AH/Exempt



This position is responsible for planning, directing, and developing affordable housing for the housing authority. This position will oversee all capital improvement, bond, Low Income Housing Tax Credit, and housing development programs, and will perform a variety of supervisory and managerial tasks related to the operation of housing developments.

PRIMARY RESPONSIBILITIES

- Serves as policy and program advisor to the Executive Officer regarding property management, development and operations
- Directs all affordable housing development programs and operations and supervises staff, consultants and key project personnel
- Determines the programmatic objectives and financial feasibility of affordable housing development projects by securing and leveraging public and private sector funding sources
- Prepares and evaluates competitive funding applications for the Low Income Housing Tax Credit Program
- Prepares and evaluates project construction and operating budgets to include analysis of project performance
- Identifies potential opportunities for development and negotiates property acquisitions and conducts site feasibility analysis through review of appraisals, surveys, environmental reports, and title reports
- Develops requirements and selection criteria for various requests for qualifications for developers, contractors, and vendors
- Negotiates partnership agreements with developers, loan and grand agreements with various funding agencies and contracts for services
- Ensures strict compliance of Authority programs with federal, state, and local regulations including those issued by the US Department of Housing and Urban Development (HUD), the Texas Department of Housing and Community Affairs (TDHCA), the City of Houston, and the state of Texas
- Researches and analyzes new federal and state guidelines
- Coordinates architects and engineers to finalize project plans and specifications for permitting
- Coordinates with attorneys to draft and review legal documents and negotiate settlement agreements
- Monitors construction progress and property performance through regular meetings with key personnel, including developers, contractors, lenders, architects, engineers, property managers and Harris County officials
- Monitors program and contract compliance of contractors and vendors
- Develops the Affordable Housing Department's budget and performance goals; allocates resources to achieve strategic business objectives
- Provides financial and programmatic reports of all affordable housing programs as required by regulating entities
- Represents the Authority to outside agencies; coordinates Authority activities with those of cities, counties and outside agencies and organizations
- Develops methods of communication with residents, the community, governmental entities and other key stakeholders

QUALIFICATIONS AND REQUIREMENTS

- Completion of a Bachelor's degree in architecture, civil engineering, construction management or a related field; completion of a master's degree in a related field preferred
- Five years of progressive management experience in a related field
- Knowledge of the relationship between the Authority and federal, state, and local jurisdictions and their abilities to provide funds or other support to the Authority and to develop and maintain affordable housing
- Knowledge of community organizations, institutions, groups, agencies and business firms associated with the operation and development of affordable housing

- Knowledge real estate development and finance models with an understanding of construction and construction management
- Knowledge of complex construction budgets and property operating budgets
- Knowledge of land purchase contracts, project planning and the site feasibility and pre-development evaluation process
- Knowledge of the development process and key project team roles and responsibilities
- Knowledge of the purposes, functions, and organization of housing authorities and other local government agencies and the functioning of governing boards
- Skill in preparing and administering large budgets
- A valid Texas driver's license and the ability to be bonded

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary but requires mobility to tour and inspect properties.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment, and those associated with the on-site inspection of buildings, construction sites, etc.

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Accountant/Purchasing Agent - I

COCC/Non-Exempt



This position is responsible for assisting the Director of Finance and ensuring that all procurement procedures comply with federal and state guidelines. This position performs a variety of administrative, finance-related and customer service tasks that require a broad understanding of accounting principles and methods. The work requires interacting with landlords, case managers, and housing authority staff to process payments and coordinate procurement procedures in a timely manner.

PRIMARY RESPONSIBILITIES

- Prepares and processes general operating checks on a weekly basis
- Enters approved check requests/invoices into accounting software and prints accounts payable transaction ledger for review by the Finance Director
- Posts approved accounts payable transactions and processes general operating checks
- Compares check register against approved check requests to ensure accuracy
- Enters manual checks into electronic database
- Enters and/or approves journal entries
- Voids checks based on approved check cancellation requests
- Prepares contract log and various financial reports on a regular basis
- Processes purchase requisitions, submits for approval, and processes purchase orders
- Assists the Finance Director with the reconciliation of balance sheet accounts and sub-ledgers at the end of the month
- Prepares W-9 for landlords/owners
- Records grant revenue in accordance with relevant federal regulations
- Performs related duties

QUALIFICATIONS AND REQUIREMENTS

- Bachelors of Science in accounting or equivalent from an accredited university
- One to two years of experience in a position with similar duties preferred
- Willingness to creatively and collaboratively solve issues as they arise
- Commitment to help HCHA be the most efficient and compassionate service agency possible

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Accountant/Purchasing & Compliance Agent

Affordable Housing/Non-Exempt



This position is responsible for assisting the directors of Finance and Affordable Housing, and ensuring that all procurement procedures comply with federal and state guidelines. This position performs a variety of administrative, finance-related and customer service tasks that require a broad understanding of accounting principles, methods, Low Income Housing Tax Credit compliance and development budgets. The work requires handling day-to-day accounting activities for HCHA properties and coordinating procurement procedures in a timely manner.

PRIMARY RESPONSIBILITIES

- Prepare and process general operating checks as needed.
- Review, supervise and manage day to day financial operations of HCHA's current properties in its portfolio; review Tax Credit Financial Statements on a monthly basis for all Tax Credit properties.
- Ensure program compliance with HCHA, HUD, and TDHCA policies, regulations, and standards.
- Review regulatory agreements for different affordable housing programs including LIHTC, HOME, HUD, City, County, or private loan documents.
- Record grants revenue in accordance with relevant federal regulations; review draw requests and grant agreements for Affordable Housing Projects.
- Assist the Finance Director in preparing reports and analysis for outside auditors, government entities, and tax credit requirements.
- Assist Finance Department with financial monitoring.
- Compare check register against approved check requests to ensure accuracy.
- Coordinate and monitor buying and procurement activities; confer with agency staff to determine procurement needs, specifications, and areas of standardization.
- Process purchase requisitions, submits for approval, and processes purchase orders.
- Assist agency staff to develop solicitations for bids (RFPs, RFQs, IFBs, etc.); maintain procurement and award documentation / files.
- Enter and/or approve journal entries.
- Assist the Finance Director with the reconciliation of balance sheet accounts and sub-ledgers at the end of the month.
- Prepare monthly financial accounting reports for the Affordable Housing program.
- Perform related duties.

QUALIFICATIONS AND REQUIREMENTS

- Bachelors of Science in accounting or equivalent from an accredited university
- One to two years of experience in a position with similar duties preferred
- Commitment to help HCHA be the most efficient and compassionate service agency possible
- Knowledge of HUD Procurement and Contracting policies and procedures, and principles of budget preparation and control preferred.
- Knowledge of tax credit reporting requirements is a plus.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Admissions Manager

HCV/Non-Exempt



This position is responsible for maintaining the Housing Choice Voucher (HCV) waitlist, evaluating applicant eligibility, and briefing applicants on the rules and regulations of the HCV Program.

PRIMARY RESPONSIBILITIES

- Manage lease up and voucher issuance for all voucher programs (except VASH) to ensure HCHA achieves 98% or higher lease up rate
- Represent HCHA during informal reviews
- Manage and purge the Housing Choice Voucher wait list
- Evaluate waitlist applications to determine applicant eligibility for the HCV program
- Run initial EIV reports and other reports as necessary to create and complete an applicant's file
- Manage applicants referred through HCHA's local preferences from Northwest Assistance Ministries (NAM) and other agencies
- Prepare monthly reports for management and board meetings
- Research and resolve applicant complaints and obstacles to leasing up
- Recommend and evaluate processes/procedures as needed
- Assist with audits as required
- Brief clients entering the HCV program on program rules and regulations
- Process initial contract for applicants joining the HCV Program
- Perform other duties as assigned

QUALIFICATIONS AND REQUIREMENTS

- At least five years' experience as an HCV case manager or working in the HCV program
- Experience working with an HCV waitlist and with the Housing Pro software preferred
- Willingness to creatively and collaboratively solve issues as they arise
- Drive to tackle difficult challenges and add value to both HCHA and the communities we serve
- Commitment to help HCHA be the most efficient and compassionate service agency possible

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Call Center Representative

HCV/Non-Exempt



This position provides phone support services to clients and answers routine questions. This position works in an onsite call center to provide excellent customer service and short wait times for callers requesting assistance and information.

PRIMARY RESPONSIBILITIES

- Build rapport with customers by greeting them in a courteous, friendly, and professional manner
- Use housing software programs to respond to common customer inquiries and requests
- Ensure that customers understand information and direct specific inquiries to case managers or other departments as appropriate
- Listen attentively to customer needs and concerns; demonstrate empathy
- Communicate effectively with individuals/other departments to ensure high quality customer service and timely responses to customer requests
- Effectively transfer misdirected customer requests to the appropriate party
- Contribute ideas on ways to resolve problems to better serve the customer and/or improve productivity
- Participate in activities designed to improve customer satisfaction and overall performance
- Work to reduce call times and to ensure that all calls are answered in a timely manner
- Performs related duties as assigned

QUALIFICATIONS AND REQUIREMENTS

- High school diploma (some college credit preferred)
- At least one year experience working in a call center or providing customer service
- The ability to speak Spanish is preferred
- Sufficient experience to understand the procedures and expectations of an office environment
- Willingness to creatively and collaboratively solve issues as they arise
- Commitment to help HCHA be the most efficient and compassionate service agency possible
- Desire to do excellent work

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary, but requires mobility to visit construction sites and perform inspections. Employees must be able to climb ladders, stoop, kneel, stand for long periods and walk to/from construction sites.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment, and those associated with the on-site inspection of buildings, construction sites, etc. The employee may be exposed to hazardous conditions and weather extremes.

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Construction Coordinator

AH/Non-Exempt



This position is responsible for assisting the Director of Real Estate Development to ensure that all construction projects conform to building codes, ordinances, and approved plans. This position is responsible for inspecting the progress of new construction projects and ensuring compliance with approved specifications and standards.

PRIMARY RESPONSIBILITIES

- Conducts research necessary to identify and determine acceptability of building products and construction methods (existing and new)
- Prepares physical need assessments (PNA) for repairs and/or modernization of existing developments
- Review plans and specifications and prepares cost estimates for proposed new developments and construction projects
- Reviews plan and specifications and ensures compliance with Section 504 handicap accessibility requirements
- Prepares and/or assists in preparing bid documents, conducts pre-bid preconstruction conferences, bid openings, and evaluations bids and submits contract award recommendations
- Monitors ongoing construction to ensure compliance to contract documents, and prepares weekly reports on consultant's contracts
- Reports on deficiencies recommends appropriate actions and coordinates with developers, architects, engineers, contractors and other agencies
- Conducts follow-up inspections and issues reports and findings
- Generates correspondence on assigned projects
- Reviews all third party reports and prepares daily reports and responses, as required
- Conducts interviews with contractor and subcontractor employees for Davis Bacon monitoring purposes
- Carries out contract administration of assigned projects
- Reviews and provides recommendations of change orders and contractors' submittals
- Maintains and monitors budgets of each assigned project
- Reviews and provides recommendations of contractors', architects', and developers' pay requests
- Conducts on-site meetings
- Responsible for keeping abreast of new materials and construction methods and HUD requirements
- Resolves conflicts with minimal supervision
- Prepares scope of work for proposed construction projects
- Solicits contractors to do repair work
- Performs other duties as assigned

QUALIFICATIONS AND REQUIREMENTS

- Bachelor's degree in architecture, construction management, engineering, technology, or related field of study
- Five years of progressively responsible experience in the construction, contracting or maintenance trades, or an equivalent combination of education and experience
- Knowledge of federal, state, and local laws/regulations pertaining to procurement, wage rates, contract administration, bid documents and related matters
- Knowledge of building and housing codes
- Ability to read blueprints, plans and specifications and to write technical material clearly and concisely
- Possession of a valid Texas driver's license and eligible for coverage under HCHA's auto insurance policy
- Bondable

Executive Assistant

COCC/Non-Exempt



This position is responsible for planning, implementing, and evaluating the activities and operations of the housing authority. This position assists the CEO in the management of the authority, coordinates department efforts in order to execute HCHA's mission and program goals, and analyzes current policies in order to increase efficiencies and provide better services to the authority's clients. This position also oversees HR and IT functions for the authority.

PRIMARY RESPONSIBILITIES

- Facilitates administrative assistance to the CEO by maintaining a register of action items to ensure that tasks are followed through to completion and deadlines are met
- Assists the CEO in managing his/her emails by identifying items for action, meeting requests and papers, invitations and filing emails appropriately
- Prepares agency submission to the Board of Commissioners and County Commissioner representatives including agenda items, resolutions, reports and recommendations. Composes, prepares and distributes minutes.
- Maintains all records and correspondence relating to the Board of Commissioners
- Coordinates IT operations and needs for the authority
- Provides staff assistance to the CEO to accomplish special projects of an authority-wide impact; coordinates with other authority directors to execute these projects
- Performs human resource duties for the authority including: maintaining records, ensuring compliance with legal requirements, recruitment and retention of HCHA staff
- Coordinates the agency's benefits programs the direction of the CEO
- Assists in writing, producing and distributing Authority Employee Handbooks and other special reports as assigned
- Assists in the development of authority policies and procedures for implementing Federal, State, and local directives/statutes/regulations
- Serves as a backup hearing officer for informal hearings
- Performs other duties as assigned

QUALIFICATIONS AND REQUIREMENTS

- Completion of a Bachelor's degree
- Any combination of graduate education or experience that will provide the required aptitude and abilities to master key responsibilities
- Master's degree in public policy or related field and management experience preferred
- Proven record of and potential for taking strategic, creative, entrepreneurial action that will improve HCHA and the communities we serve
- Commitment to help HCHA be the most efficient and compassionate service agency possible

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Inspections Assistant

HCV/Non-Exempt



This position is responsible for providing administrative support for the Housing Choice Voucher (HCV) Inspections Department and for conducting housing inspections. Interested applicants should send a resume in PDF format to hr@hchatexas.org and put "Inspections Assistant" and their name in the subject line of the email.

PRIMARY RESPONSIBILITIES

- Schedules initial, annual and follow-up inspections; schedules special inspections as requested
- Mails or e-mails related correspondence to owners and residents, including appointment letters, repair notices, and warnings
- Ensures compliance with HUD regulations in the administration of the program
- Records move-out inspection results and coordinates with supervisor and/or case managers for stop payment and/or termination of housing assistance payment
- Coordinates inspections scheduling with residents and owners
- Responds to inspection queries and concerns
- Returns telephone calls and responds to owner/tenant e-mails
- Conducts inspections on housing units to determine condition of the unit and compliance with relevant codes
- Documents inspections, noting failed areas and recommending course of corrective action
- Conducts emergency inspections to ensure that problems with housing accommodations are addressed in a timely manner in order to protect the health and well-being of clients
- Ensures that all Housing Quality Standards (HQS) are met prior to initiating a housing contract
- Performs inspections related to damage claims, emergency and special inspections as required
- Reports unusual conditions found during inspections to supervisor
- Obtains photographs, measurements and other data as assigned
- Serve as back up to intake and file room staff as needed
- Performs related duties

QUALIFICATIONS AND REQUIREMENTS

- Completion of a high school education; some college experience preferred
- One or more years of experience performing administrative duties in an office environment
- Prior experience performing housing inspections or working with the HCV Program preferred
- Ability to speak Spanish preferred
- Possession of or ability to obtain a valid driver's license issued by the State of Texas within 30 days of employment
- HQS inspector certification is required within the first 90 days of employment

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is intermittently sedentary but requires mobility (i.e. climbing stairs) to inspect properties.
- The employee will experience some repetitive motion of the hand-wrist when using computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment, and those associated with the on-site inspection of buildings. The employee may be exposed to hazardous conditions including excessive dust, dirt, grease, irritating chemicals and weather extremes.

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Inspection Specialist

HCV/Non-Exempt



This position is responsible for the day-to-day functions of the Inspections Department and for ensuring that the inspections program complies with federal guidelines. This position performs administrative and customer service tasks by scheduling inspections and processing inspection results.

PRIMARY RESPONSIBILITIES

- Schedule inspections and follow-up inspections in accordance with HCHA's Administrative Plan and Housing Quality Standards (HQS) inspection protocols
- Coordinate inspection dates and times with owner/client availability
- Send and respond to correspondence from owners and clients
- Review all new-move packets for completeness and accuracy
- Advise owners on how to correct deficiencies
- Perform rent-reasonable evaluations
- Coordinate inspections for annual moves, rent reasonable evaluations and rental increase / decrease request with other housing authorities as needed
- Maintain and update inspection records
- Process rental increase requests
- Oversee inspectors and ensure they are meeting the requirements of the HCV Program
- Respond to client inquiries and phone calls
- Perform related duties as necessary to ensure the efficient and timely operation of the Inspection Department
- Perform HQS, supervisory or quality control inspections as necessary
- Maintain and keep track of inspection records for Nan McKay and Houston Housing Authority for invoices

QUALIFICATIONS AND REQUIREMENTS

- Associate's degree; Bachelor's degree preferred
- Sufficient experience to understand the procedures and expectations of an office environment
- Willingness to creatively and collaboratively solve issues as they arise
- Flexibility to perform duties outside of your formal job description
- Commitment to help HCHA be the most efficient and compassionate service agency possible
- Possession of a valid Texas driver's license or the ability to get same within 30 days
- HQS certification is required within 90 days of employment
- Excellent customer service skills
- Experience as an HQS inspector or working within the Housing Choice Voucher Program preferred
- Ability to speak Spanish preferred

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

Harris County Housing Authority is an Equal Opportunity Employer. If you are a person with a disability requiring assistance applying for this position, please contact hr@hchatexas.org.

Intake Representative

HCV/Non-Exempt



This position is responsible for greeting clients, providing excellent customer service, and performing administrative duties relating to the acceptance and processing of paperwork, inquiries, and appointments for HCHA's clients.

PRIMARY RESPONSIBILITIES

- Greets guests in the intake reception area and signs-in visitors
- Provides information and assistance as needed
- Refers clients to appropriate personnel
- Logs all move packets received from participants and landlords and ensures that vouchers have not expired
- Receives and processes paperwork and reviews documents for completeness
- Logs all documents received into spreadsheet; date stamps documents; identifies appropriate case manager and forwards documents appropriately
- Ensures that all work stations in intake area have necessary supplies and maintains inventory of forms and documents
- Maintains the intake area in a neat and tidy fashion
- Scans documents
- Performs related duties

QUALIFICATIONS AND REQUIREMENTS

- Ability to read, write, and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent
- Sufficient experience to understand and perform the major duties of the position usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years
- Experience with the Housing Pro software and the ability to speak Spanish is preferred

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Portability Case Manager

HCV/Non-Exempt



This position is responsible for assisting clients porting to or from Harris County Housing Authority. This position ensures that clients understand the requirements of the Housing Choice Voucher (HCV) program and HCHA's Administrative Plan, and works with authority personnel, landlords, and clients to conduct interviews, certify client eligibility and changes, and support clients in the porting process.

PRIMARY RESPONSIBILITIES

- Interview clients and complete annual re-certifications, interims and new contracts in a timely manner
- Verify client information and issue notices of any changes in assistance
- Maintain client files, respond to client/landlord requests, and process forms related to the HCV Program
- Research alleged violations of program rules and prepare documents to support termination decisions
- Provide clients with information concerning other available sources of assistance
- Review complaints and inquiries regarding the HCV Program and client cases
- Respond to concerns from landlords and program participants
- Complete required reports and track necessary certifications and documentation
- Issue vouchers and conduct move briefings
- Attend training and conferences as assigned
- Assist in clients in the repayment process for unreported income.
- Process intake for active HCV client transferring their assistance from or to HCHA
- Collaborate with the Finance Department to ensure that monthly billing for port in clients is received and made in accordance to HUD regulations and HCHA policies
- Perform related duties

QUALIFICATIONS AND REQUIREMENTS

- Associate's degree or at least two years' experience as a HCV case manager
- Sufficient experience to understand the procedures and expectations of an office environment
- Prior experience providing case management services or working with Housing Pro software preferred
- The ability to speak Spanish is preferred
- Drive to tackle difficult challenges and add value to both HCHA and the communities we serve
- Commitment to help HCHA be the most efficient and compassionate service agency possible

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Records Technician

HCV/Non-Exempt



This position is responsible for maintaining client files and records. This position ensures the efficient processing and distribution of incoming mail and documents and assures the integrity of the file system.

PRIMARY RESPONSIBILITIES

- Maintain/retrieve files for case managers as requested
- Ensure that documents are properly date stamped and filed
- Ensure that returned files are properly stored
- Purge files according to HCHA's retention policy
- Maintain file room and storage room in a neat and organized fashion
- Monitor and order office supplies
- Create and properly label new files
- Sort and distribute mail and faxes
- Manage paperless distribution of documents and files
- Evaluate current system for completeness, efficiency and usefulness by taking inventories and reviewing retrieval needs
- Assist other departments as needed

QUALIFICATIONS AND REQUIREMENTS

- Bachelor's degree preferred but not required
- Sufficient experience to understand the procedures and expectations of an office environment
- Proficiency with Microsoft Word, Excel and Outlook experience preferred
- Excellent written and oral communication skills
- Excellent organizational and typing skills
- Ability to lift files and office supplies weighing 10-20 pounds
- The ability to speak Spanish is preferred but not required
- Willingness to creatively and collaboratively solve issues as they arise
- Flexibility to perform duties outside of your formal job description
- Commitment to help HCHA be the most efficient and compassionate service agency possible
- Desire to do excellent work

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is intermittently sedentary, but requires mobility to climb ladders and lift 10-20 pounds.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

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Special Programs Case Manager

HCV/Non-Exempt



This position is responsible for assisting clients in the Single Room Occupancy (SRO), Moderate Rehabilitation, Jail Diversion, and Homeownership Programs, and for evaluating their continued eligibility for housing assistance. This position ensures that clients understand the requirements of HCHA's assistance programs and works with authority personnel, landlords, and clients to conduct interviews, certify client eligibility and changes, and support clients throughout their time on the HCV program.

PRIMARY RESPONSIBILITIES

- Interview clients and complete annual re-certifications, interims and new contracts for SRO, Moderate Rehabilitation, Jail Diversion and Homeownership Programs
- Coordinate homeownership workshops and quarterly homeownership fairs to assist active clients in the process of completing the purchase of a home
- Verify client information and issue notices of any changes in assistance
- Maintain client files, respond to client/landlord requests, and process forms related to the SRO, Moderate Rehabilitation, Jail Diversion and Homeownership Programs
- Coordinate with staff at Jackson Hinds to resolve client issues and conflicts
- Research alleged violations of program rules and prepare documents to support termination decisions
- Provide clients with information concerning other available sources of assistance
- Review complaints and inquiries regarding assistance programs and client cases
- Respond to concerns from landlords and program participants
- Complete required reports and track necessary certifications and documentation
- Issue vouchers and conduct move briefings
- Attend training and conferences as assigned
- Assist in clients in the repayment process for unreported income
- Perform related duties

QUALIFICATIONS AND REQUIREMENTS

- Associate's degree
- At least two years' experience as a HCV case manager
- Sufficient experience to understand the procedures and expectations of an office environment
- Prior experience providing case management services or working with Housing Pro software preferred
- The ability to speak Spanish is preferred
- Drive to tackle difficult challenges and add value to both HCHA and the communities we serve
- Commitment to help HCHA be the most efficient and compassionate service agency possible

WORKING ENVIRONMENT AND PHYSICAL DEMANDS

- The employee's job is largely sedentary requiring up to eight hours in a seated position.
- The employee will experience some repetitive motion of the hand/wrist when using a computer.
- The employee must have a normal range of vision, hearing, and speech to complete paperwork, review documentation, and communicate with authority personnel and contacts on the telephone or in person on a regular basis.
- Work involves the normal risks or discomforts associated with an office environment.

Harris County Housing Authority is an Equal Opportunity Employer. If you are a person with a disability requiring assistance applying for this position, please contact hr@hchatexas.org.

ATTACHMENT O

Employee Benefits Package

INTRODUCTION

The benefits described herein are effective March 1, 2018 through February 28, 2019. If there is any variation between the information provided in this Guide, the Plan Document, or the Group Contracts, the Plan Document and Group Contracts will prevail. This guide briefly describes the benefits offered to you and your family. It is not intended to modify the group policies and/or contracts between the carriers and the County.

CONTACT INFORMATION

Human Resources & Risk Management

Employee Benefits 713.274.5500
Out of Area Toll Free 866.474.7475
Web: hrrm.harriscountytexas.gov, wellathctx.com

Medical Coverage

Cigna Member Services..... 800.244.6224
Medical, Rx, Employee Assistance Program
Onsite Representative..... 713.274.5500 (Option 1)
Onsite Coach 713.274.5500 (Option 4 & 5)
Web: mycigna.com, cignabehavioral.com

Dental Coverage

Cigna Dental 800.244.6224
Onsite Representative..... 713.274.5500 (Option 2)
Web: mycigna.com

Vision Coverage

Davis Vision..... 800.999.5431
Web: davisvision.com



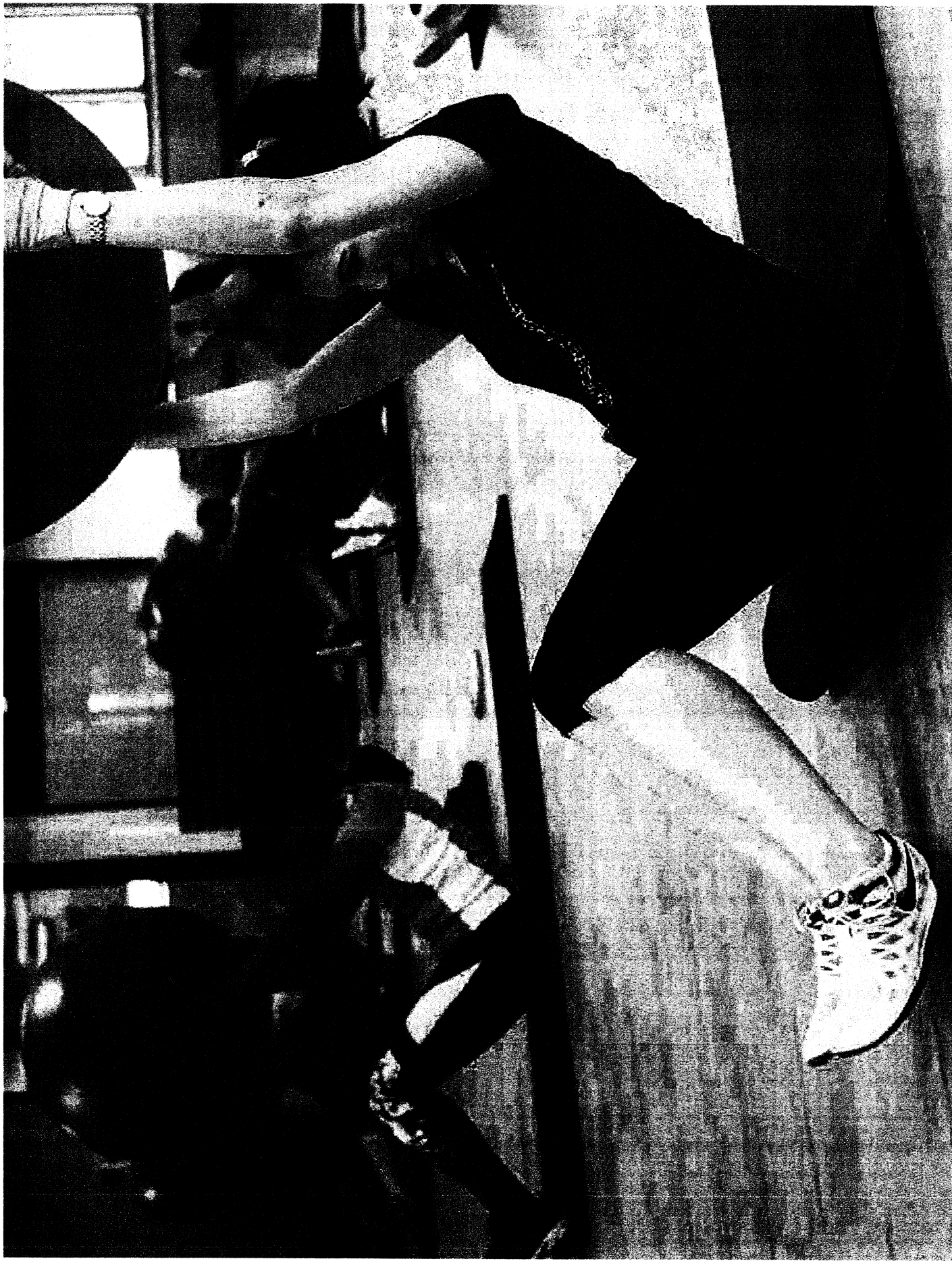


TABLE OF CONTENTS

Important Information				
• 2017 Income Tax Returns	2	Finding the Care You Need	13-17	Dental Benefits
• Notice of Privacy Practices	2	• Area Convenience Care Clinics		• Plan Summary
• Medical Support Notices	4	• Area Urgent Care Centers		• Oral Health Integration Program
• Out-of-Network Coverage	7	Medical Plan Comparison	18-20	• How to Find a Dentist
		• Base Plan vs. Plus Plan		Vision Benefits
Enrollment Options & Eligibility	1-6			27
• 2018-2019 Plan Changes		Helpful Medical Plan Info	21-22	Medicare
• Open Enrollment Facts		• Cigna Care Designation		COBRA
• Qualified Status Changes		• Durable Medical Equipment		Monthly Premiums
• Dependent Eligibility Requirements		• Hearing Aid Program		28
• Choosing Your Plan		• Advanced Radiology		29
		• Laboratory Services		
Wellness Programs	8-10	Prescription Drug Benefits	23-24	
• Harris County Employee Wellness		• Cigna Value Prescription Drug Plan		
• Fitness Discounts		• Cigna Preventive Generics Drug List		
• Employee Wellness Clinic		• Get Drug Costs		
• Cigna Health Coaching		• Step Therapy		
Pregnancy & Post-Partum Benefits	11	• Specialty Medications		
		• Helpful Prescription Drug Info		
Employee Assistance Program (EAP)	12			

Harris County members have a new dental provider for the 2018-19 plan year. All employees will now be covered under Cigna's Dental plan. This plan offers a nationwide network of providers to choose from – there will no longer be a need to pre-select a provider. Employees can elect to use an in-network provider or use an out-of-network provider and pay a larger portion of the charges.

Members will only need to carry one Cigna ID card for both medical and dental services!

Cigna regularly makes changes to our prescription drug lists (formularies). This process ensures that any decision to actively manage a specific drug within a class is both clinically appropriate and provides better overall value. Please refer to **page 22** for information on Cigna's 2018 Value Prescription Drug Plan.

Davis Vision will now provide the vision plan for all employees. Your annual eye exam is still just \$10 with a Davis Vision network provider. If you need corrective lenses, you can choose from fully covered options with zero out-of-pocket, or take your allowance and shop in-network or out-of-network.

In compliance with the Affordable Care Act, the Maximum Out-of-Pocket for in-network services for Individual/Family is now: Base Plan \$7,350/\$14,700; and Plus Plan \$6,350/\$12,700.

The Summary of Benefits Coverage (SBC), provided separately from the Benefits Guide, summarizes the key features of our medical plans including: covered benefits, cost-sharing, coverage limitations, and exceptions.

The Glossary of Health Coverage and Medical Terms will help you understand some of the most common language used in health insurance documents.

You may obtain a detailed description of coverage provisions including the Summary of Benefits Coverage (SBC) and the Glossary of Terms - both of which are available in English and Spanish - and/or the Summary Plan Document (SPD) from Human Resources & Risk Management (HRRM) Employee Benefits. They are also available on the HRRM website at hrrm.harriscountytx.gov.

You may obtain a printed copy of the SBC or the Glossary of Health Coverage and Medical Terms at no charge by contacting the Benefits Division at **713.274.5500**, or toll free at **866.474.7475** and it will be sent to you within seven days.

The Affordable Care Act requires Harris County to send an annual statement to all employees eligible for health insurance coverage describing the insurance available to them. The Internal Revenue Service (IRS) created Form 1095-C to serve as that statement.

This form will be mailed directly to your home address in March 2018.

1. Provide Required Information: We need specific information on people enrolled in the health plan in order to provide you a complete 1095-C. If we do not have accurate Social Security Numbers on every dependent, the IRS may impose a penalty for non-compliance.
2. Ensure that your mailing address is correct. It's important because you will need information on the form to prepare your 2017 taxes.

This Notice describes how medical information about you may be used and disclosed and how you can request access to this information.

Review it carefully.

This Notice is for participants and beneficiaries in the Plan. As a participant or beneficiary of the Plan, you are entitled to receive this Notice of the Plan's privacy practices with respect to your health information that the Plan creates or receives (your "Protected Health Information" or "PHI"). Our "Notice of Privacy Practices" was updated to comply with new changes to the Health Insurance Portability and Accountability Act ("HIPAA") effective as of March 26, 2013.

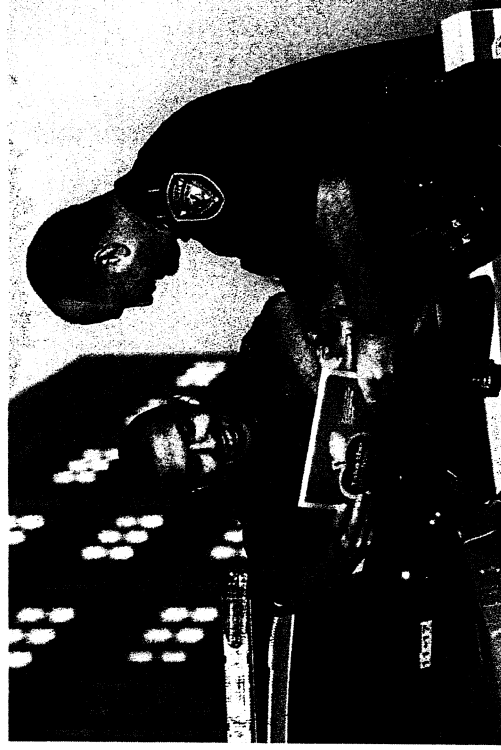
This Notice is intended to inform you about how we will use or disclose your PHI, your privacy rights with respect to PHI, our duties with respect to your PHI, your right to file a complaint with us or with the Secretary of the United States Health and Human Services ("HHS"), and how to contact our office for further information about our privacy practices.

This Notice and the most updated "Notice of Privacy Practices" will be posted at hrrm.harriscountytexas.gov, or you may request a copy by calling 713.274.5500.

Open enrollment for the 2018 - 2019 plan year will be conducted from January 8 through February 8, 2018.

Changes become effective March 1, 2018. You should carefully consider the plans available to you and your dependents.

- Harris County determines benefits, eligibility, and contributions for employees and their dependents subject to amendment or discontinuance at any time.
- During open enrollment, employees have the option of changing their medical plan selection and adding or dropping dependents.
- Choices made during open enrollment will remain in place until the following plan year
- Employees who DO NOT return their completed form will be defaulted to their benefit selections made for the 2017-2018 plan year.



I M P O R T A N T

Failure to drop dependents when required under this health plan may be considered insurance fraud and may result in a referral to the District Attorney's office for investigation.

Any employees committing insurance fraud will be liable to reimburse the County for any claims activity.

Any questions concerning effective dates can be directed to your department's Benefits Coordinator/Payroll Clerk.

QUALIFIED STATUS CHANGES

Employees may experience life changes during the calendar year that would allow them to add a dependent. Employees must submit a Health & Related Benefits Change form to make changes.

Qualified Status Changes include:

- Birth of your child
- Adoption or placement of a foster child
- Marriage or death
- Divorce - Must submit within 60 days to avoid forfeiture of rights to COBRA
- Spouse and/or dependent gains or loses coverage through employment
- Significant change in the financial terms of health benefits provided through a spouse's employer or another carrier
- Unpaid leave of absence taken by employee or spouse
- Loss of eligibility for Medicare or Medicaid
- Loss of State Children's Health Insurance Program (SCHIP), but not gain of SCHIP benefits

Submitting required documentation is key to adding or dropping dependents to or from your coverage.

Requests to add dependents must be made within the same calendar year in which the qualified status change occurred.



DEPENDENT ELIGIBILITY REQUIREMENTS

Spouse

A copy of the Certified Marriage Certificate or Certificate of Informal Marriage. Any documents written in a foreign language must be accompanied by a certified English translation.

Children

A birth certificate listing the employee as the parent. A Verification of Birth Facts or birth record may be submitted up to age of five; however, a birth certificate is required for age five and up. Coverage is available up to age 26. Coverage ends on the last day of the month in which the dependent turns 26.

Legal Custody or Guardianship

Court documents, signed by a judge, granting permanent legal custody or permanent legal guardianship to the employee. Coverage is available up to age 18. Coverage ends on the last day of the month in which the dependent turns 18.

Stepchildren

A birth certificate or other court document listing the employee's spouse as parent of the child, & the marriage license of the employee and parent of the child. Coverage is available up to age 26. Coverage ends on the last day of the month in which the dependent turns 26.

Grandchildren

A Certification of Financial Dependency form (obtain from department Benefits Coordinator), a birth certificate of the grandchild, and a birth certificate of the grandchild's mother or father. The grandchild must be related to the employee by birth or adoption and cannot be your spouse's grandchild. The grandchild must be claimed as a dependent on the retiree's Federal Tax return every year to remain on the plan. A Grandchild Audit occurs in June of each year. Coverage is available up to age 26. Coverage ends on the last day of the month in which the dependent turns 26.

Adopted Children

Certified copy of court order or paperwork placing the child in your home.

Foster Children

Foster care placement agreement between the employee and the Texas Department of Family & Protective Services or its subcontractor. Coverage is available up to age 18. Coverage ends on the last day of the month in which the dependent turns 18.

CHOOSING YOUR PLAN

Choosing the best plan should be based on several things such as your personal medical condition and usage of services, financial situation, and your level of comfort with coinsurance vs. copayments. The following may assist you in the decision-making process.

Copayment: predetermined dollar amount you will pay for a service (ex: physician visits, convenience care clinics, urgent care centers, physical therapy, counseling).

Coinsurance: percentage you are responsible for paying up to a specific dollar amount per calendar year. Covered services are paid from 50%-100% depending on the plan selected, service rendered, and place of service.

Deductible: initial out-of-pocket costs that must be paid before the plan begins to pay benefits.

The **Base** plan has set copayments for some in-network services, but require coinsurance for ambulance services, durable medical equipment, hearing aids, complex imaging, home health care, hospice, inpatient hospitalization, outpatient surgery, physician hospital services, private-duty nursing, and skilled nursing facility. The **Base** plan has a \$600 per individual in-network deductible with an individual maximum out-of-pocket limit of \$7,350 per calendar year.

The deductible and coinsurance only apply where services are not indicated as set copayments. Copayments do not apply to the annual deductible. The **Plus** plan has a \$0 in-network deductible, set copayments for most in-network services, and an individual maximum out-of-pocket limit of \$6,350 per calendar year. However, this plan has a higher monthly premium contribution.

Your Cigna Open Access Plus Plan does not require you to select a network primary care physician (PCP), although selecting a PCP is encouraged. These plans also allow you to self-refer to a specialist. Your choice of provider dictates the amount you will pay in copayments, coinsurance and/or deductibles.

OUT-OF-NETWORK COVERAGE

In an effort to maximize the highest level of benefit coverage, advise your participating physician to refer you only to in-network facilities and providers within Cigna. This will result in savings for both you and the County.

To help curb excessive out-of-network facility/provider costs, the County has established a Limited Out-of-Network reimbursement that limits the Plan's exposure to unreasonable costs for non-emergency services and procedures. If you use an out-of-network facility or provider, you will be responsible for paying the difference between the covered amount and the amount the facility charges. Non-covered expenses will not apply to your out-of-pocket maximum.

It is YOUR responsibility to make sure your physician, facility, or hospital is in-network or you will pay out-of-network costs.

You can help keep costs down by using in-network providers.

NOTE: If you are currently on dialysis, coverage is provided in-network ONLY

Step 1: Go to www.cigna.com, click on "Find a Doctor" at the top of the screen. Then select the orange box that reads "For plans offered through work or school."

(If you already have a Cigna plan, log in to mycigna.com)

Step 2: Choose whether you're looking for a doctor or a place to receive medical care.

Step 3: Enter the geographic location you want to search.

Step 4: Select one of the plans offered by your employer during open enrollment. Under "OAP" select the first radial button for "Open Access Plus, OA plus, Choice Fund OA Plus".

Step 5: Enter a name, specialty or other search word. Click SEARCH to see your results. That's it! You can also refine your search results by distance, duration of practice, specialty, languages spoken and more.



Participate in community events, onsite exercise classes, wellness challenges, and the HC Employee 5K.

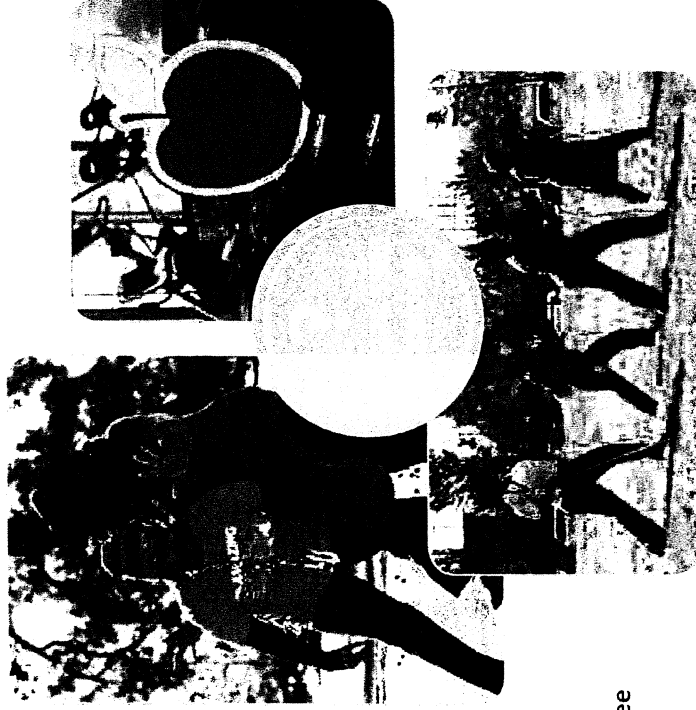
Enroll in programs such as Naturally Slim that can help you stay well and better manage your health condition.

Take your online health assessment to learn your overall risk, or visit the Wellness Clinic at 1310 Prairie Street to have a routine mammogram and/or annual physical.

Get one-on-one health coaching services with a Cigna Health Coach.

Find out more about the programs and services offered by Harris County Employee Wellness at wellathctx.com

Email: wellness@bmd.hctx.net || Social: [Facebook.com/wellnesshctx](https://www.facebook.com/wellnesshctx)



FITNESS DISCOUNTS

Cigna Healthy Rewards

Choose from 9,000+ fitness centers nationwide for \$25/month (plus a \$25 enrollment fee and applicable taxes). Participating clubs are part of American Specialty Health Networks and Choose Healthy.

To access the Cigna Health Rewards Fitness Discount

Log in (or register) at mycigna.com and click the "My Health" tab. You will find "Discount Programs – Healthy Rewards" under the "Programs & Resources" heading.

GlobalFit GymNetwork 360

The GlobalFit GymNetwork 360 delivers an extensive wellness network that focuses on 5 key components: Exercise, Eating, Energize, Explore, and Education. You have access to exclusive GlobalFit member pricing on premier fitness and wellness programs.

To access the GlobalFit GymNetwork 360
Visit globalfit.com/harriscounty and click the green "Activate Benefit" button to get started.

Convenient Medical Care

(for Harris County Medical Plan members 18+ only)

**Clinic Hours: Monday-Friday 8 a.m. - 4 p.m.
1310 Prairie, 9th Floor**

A SAMPLING OF OUR SERVICES:

- Respiratory Conditions
- Digestive And Urinary Conditions
- Head, Ear, Eye and Skin Conditions
- Musculoskeletal Conditions
- Select Preventive Services
 - Routine physicals
 - Routine mammograms (The Rose)
 - Seasonal flu vaccinations
 - TB testing

Appointments: 713.394.6747

Same-day appointments / Convenience Care clinic copay applies
Sick visit services provided via telemedicine

Please note that this clinic does not provide services for occupational accidents or injuries.



Methodist
LEADING MEDICINE

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CIGNA HEALTH COACHING

2 Options, 1 Great Benefit

Looking for support to reach your health goals?

Cigna can help. You now have access to nurses, coaches, dietitians and clinicians who will listen, understand your needs and help you find solutions – even when you're not sure where to begin.

- Call us for support – *any day, anytime*
- Expect service that meets your personal needs, without extra cost
- Access confidential assistance from reliable, compassionate professionals

Partner with Us to Take a More Active Role in Your Health

- Discuss your health assessment results
- Learn about telephone seminars
- Receive support and encouragement as you set and reach your health improvement goals
- Manage conditions better; including high blood pressure, high cholesterol and more
- Improve your lifestyle by learning to cope with stress, quit tobacco use, maintain good eating habits and manage or lose weight

CONNECT WITH CIGNA HEALTH COACH
BY PHONE

Call 1-800-CIGNA-24 (1-800-244-6224)

Call 713-274-5500, Option 4 or 5 to connect with a
Cigna Onsite Health Coach

PREGNANCY & POST-PARTUM BENEFITS

That means you're going to be choosing a name, looking for a pediatrician and seeing big changes – to your body and your lifestyle. ***So where do you start?***

Enroll in Cigna Healthy Pregnancies, Healthy Babies®

This program is designed to help you and your baby stay healthy during your pregnancy and in the days and weeks following your baby's birth.

Find Support Early and Often

- Tell us about you and your pregnancy so we can meet your needs.
- Ask us anything - your coach, who is a nurse, is there to support you during your whole pregnancy.
- Get a pregnancy journal with information, charts and tools to help you have a happy 9 months.

Get Rewarded for Making Smart Choices

When you participate and complete the program you are eligible to receive:

- \$250 incentive if you enroll by the end of your first trimester; or
- \$125 incentive if you enroll by the end of your second trimester

Call 1-800-CIGNA-24 (1-800-244-6224) to enroll as soon as you know you are pregnant.

Breastfeeding Supplies & Support

You are eligible for a breast pump covered at 100% provided by CareCentrix, the exclusive in-network supplier of Durable Medical and Respiratory Equipment (DME) for Cigna customers.

To request your breast pump:

1. Be 28 weeks or later in your pregnancy.
2. Obtain a prescription from your doctor.
3. Call CareCentrix at 1-877-466-0164.

Lactation support classes are preventive and covered at 100%

CIGNA EMPLOYEE ASSISTANCE PROGRAM

As an employee or retiree you have access to a valuable Employee Assistance Program (EAP) provided by Cigna to you at no additional cost.

EAP personal advocates will work with you and your household family members to help you resolve issues you may be facing, connect you with the right mental health professionals, direct you to a variety of helpful resources in your community and more.

Take advantage of a wide range of services

Counseling

Eight (8) face-to-face counseling sessions with a counselor in your area

Legal Assistance

30-minute consultation with an attorney face-to-face or by phone.*

Financial

30-minute telephone consultation with a qualified specialist on topics such as debt counseling or planning for retirement.

Parenting

Resources and referrals for childcare providers, before and after school programs, camps, adoption organizations, child development, prenatal care and more.

Eldercare

Resources and referrals for home health agencies, assisted living facilities, social and recreational programs and long-distance caregiving.

Pet Care

Resources and referrals for pet sitting, obedience training, veterinarians and pet stores.

Identity Theft

60-minute consultation with a fraud specialist.

** Employment-related legal issues are not covered.*

FINDING THE CARE YOU NEED

Use the lowest level of care appropriate for your immediate need. Follow this brief guide to understand which facility or provider type is most appropriate for your health needs.

Doctor's Office

The best place to go for routine or preventive care, to keep track of medications and basic diagnosis and treatment of common illnesses and medical conditions.

Convenience Care Clinic

Treats minor medical concerns such as sinus infections, rash, earache, minor burns, etc. Staffed by nurse practitioners and physician assistants. Located in retail stores and pharmacies and are often open nights and weekends.

Urgent Care Center

Fills a critical need when seeking immediate care that is not life-threatening. Staffed by nurses and doctors and usually have extended hours.

Hospital Emergency Room (ER)

For immediate treatment of critical injuries or illness. Open 24/7. If a situation seems life threatening, call 911 or go to the nearest emergency room.

"Freestanding" Emergency Room

In Texas, there are many "freestanding" emergency room (ER) locations. Because these ERs are not inside hospitals, they may look like urgent care centers. When you receive care at an ER, you're billed at a much higher cost than at other health care facilities.

Texas law requires that all "freestanding" ERs post a sign inside their facility identifying themselves as an ER.

Hospital Admission & Emergency Room Information

If a member is admitted to an out-of-network hospital through the emergency room, clinicians from Cigna's Utilization Management area will confirm the admission was clinically necessary. If it is determined the admission is not a true emergency, it will be covered at the out-of-network benefit level. This means you will have to pay a larger portion of the bill at the out-of-network hospital.

Occasionally members brought to the emergency room are not admitted, but are placed under observation. Coverage for observation in a hospital emergency room is limited to 24 hours. At such time, the member must either be admitted or discharged, but cannot remain in holding in the emergency room or the balance may be billed by the provider.

Copay Comparison by Level of Care

Facility/Provider Type ¹	Base	Plus
Primary Care Physician ²	\$20-30	\$15-25
Convenience Care Clinic	\$30	\$25
Urgent Care Center	\$50	\$50
Emergency Room	\$300	\$300

¹Comparison is based on in-network services.

²The Cigna Care Network (CCN) designated primary care physicians have a copayment lower than non-CCN designated primary care physicians. The copay amount for a CCN primary care physician on the Base is \$20 and on the Plus is \$15

This summary is intended for reference purposes only, and medical conditions vary by individual. Always use your best judgment when seeking treatment for you and your family.

CONVENIENCE CARE CLINICS IN THE GREATER HOUSTON AREA

Minuteclinic	1003 Richmond Ave, Hous, 77006	866-389-2727	Rediclinic	130 Sawdust Rd, Spring, 77380	281-419-3162
Minuteclinic	3939 Bellaire Blvd, Houston, 77025	866-389-2727	Rediclinic	26500 Kuykendahl Rd, Spring, 77389	281-516-7234
Rediclinic	1701 W Alabama St, Houston, 77098	713-522-3200	Rediclinic	14100 Spring Cypress Rd, Cypress, 77429	281-251-0883
Take Care	1919 W Gray St, Houston, 77019	713-526-3621	Rediclinic	24224 Northwest Fwy, Cypress, 77429	281-758-2282
Health Texas PC			Take Care	1215 W 43Rd St, Houston, 77018	713-956-1827
Take Care	2605 W Holcombe Blvd, Houston, 77025	832-778-8106	Health Texas PC	7440 Fm 1960 Rd E, Humble, 77346	281-852-8088
Health Texas PC			Health Texas PC		
Minuteclinic	2469 Bay Area Blvd, Houston, 77058	866-389-2727	Take Care	26288 Kuykendahl Rd, Tomball, 77375	281-378-2995
Minuteclinic	3505 Center St, Deer Park, 77536	866-389-2727	Health Texas PC		
Minuteclinic	2800 Bayport Blvd, Seabrook, 77586	866-389-2727	Take Care	11970 Spring Cypress Rd, Tomball, 77377	281-320-8654
Rediclinic	6210 Fairmont Pkwy, Pasadena, 77502	832-775-0165	Health Texas PC		
Take Care	16185 Space Center Blvd, Houston, 77062	281-486-1872	Take Care	8000 Research Forest Dr, The Woodlands, 77382	281-292-3861
Health Texas PC			Health Texas PC		
Take Care	3300 Center St, Deer Park, 77536	281-479-3488	Take Care	19710 Holzwarth Rd, Spring, 77388	281-350-1500
Health Texas PC			Health Texas PC	16211 Spring Cypress Rd, Cypress, 77429	281-213-3675
Minuteclinic	5603 Fm 1960 Rd W, Houston, 77069	866-389-2727	Minuteclinic	5402 Westheimer Rd # K, Houston, 77056	866-389-2727
Minuteclinic	9101 Highway 6 N, Houston 77095	866-389-2727	Minuteclinic	15010 Memorial Dr, Houston, 77079	866-389-2727
Minuteclinic	24802 Aldine Westfield Rd, Spring, 77373	866-389-2727	Minuteclinic	3103 N Fry Rd, Katy, 77449	866-389-2727
Minuteclinic	24048 Kuykendahl Rd, Tomball, 77375	866-389-2727	Rediclinic	9710 Katy Fwy, Houston, 77055	713-932-8800
Minuteclinic	8754 Spring Cypress Rd, Spring, 77379	866-389-2727	Rediclinic	25675 Nelson Way, Katy, 77494	281-347-7700
Minuteclinic	25110 Grogans Mill Rd, Spring, 77380	866-389-2727	Rediclinic	6711 S Fry Rd, Katy, 77494	281-395-5080
Minuteclinic	3850 Fm 2920 Rd, Spring, 77388	866-389-2727	Take Care	9329 Katy Fwy, Houston, 77024	713-461-3607
Minuteclinic	8000 N Sam Houston Pkwy E, Humble, 77396	866-389-2727	Health Texas PC		
Minuteclinic	12550 Louetta Rd, Cypress, 77429	866-389-2727	Take Care	5200 Westheimer Rd, Houston, 77056	713-623-0643
Rediclinic	26265 Northwest Fwy, Cypress, 77429	866-389-2727	Health Texas PC		
Rediclinic	10919 Louetta Rd, Houston, 77070	281-251-1800	Take Care	2808 Gessner Rd, Houston, 77080	713-460-0535
Rediclinic	4303 Kingwood Dr, Kingwood, 77339	281-358-0013	Health Texas PC		
Rediclinic	7405 Fm 1960 Rd E, Humble, 77346	281-913-7255	Take Care	411 S Mason Rd, Katy, 77450	281-579-0910
Rediclinic	28520 Tomball Pkwy, Tomball, 77375	281-255-3085	Health Texas PC		

CONVENIENCE CARE CLINICS IN THE GREATER HOUSTON AREA

MinuteClinic	2900 Broadway St, Pearland, 77581	866-389-2727
MinuteClinic	9522 Broadway St, Pearland, 77581	866-389-2727
RediClinic	2805 Business Ctr Dr, Pearland, 77581	713-436-5208
Take Care Health Texas PC	8430 Broadway St, Pearland, 77584	281-412-3305
MinuteClinic	1410 Crabb River Rd, Richmond, 77469	866-389-2727
MinuteClinic	16515 Lexington Blvd, Sugar Land, 77479	866-389-2727
MinuteClinic	602 W Grand Pkwy S, Katy, 77494	866-389-2727
RediClinic	8900 Hwy 6, Missouri City, 77459	281-778-0602
RediClinic	530 Hwy 6, Sugar Land, 77479	281-325-0311
RediClinic	19900 Southwest Fwy, Sugar Land, 77479	281-341-8330
RediClinic	701 W Parkwood Ave, Friendswood, 77546	281-947-0018
RediClinic	2755 E League City Pkwy, League City, 77573	281-334-5233
RediClinic	2955 Gulf Fwy S, League City, 77573	281-337-7351
MinuteClinic	23865 Fm 1314 Rd, Porter, 77365	866-389-2727
MinuteClinic	3705 Fm 1488 Rd, The Woodlands, 77384	866-389-2727
RediClinic	10777 Kuykendahl Rd, The Woodlands, 77382	281-907-4104
RediClinic	3601 Fm 1488 Rd, The Woodlands, 77384	936-321-9030

URGENT CARE CENTERS

Afc Urgentcare	5568 Wesleyan St, Houston, 77005	713-666-7050
Medspring	2707 Milam St, Houston, 77006	832-632-7135
Afc Urgentcare (Washington Heights)	107 Yale St #200, Houston, 77007	713-861-6060
Memorial Hermann Urgent Care	4500 Washington Ave #300M, Houston, 77007	713-861-6490
Next Level Urgent Care (Memorial Park)	5535 Memorial Dr #B, Houston, 77007	713-391-8533
Medspring (Heights)	102 W 11Th St, Houston, 77008	832-539-4707
Medspring (River Oaks)	1917 W Gray St, Houston, 77019	832-260-0650
ReadyCare Urgent Care	3743 Westheimer Rd, Houston, 77027	713-840-9113
Medspring (Greenway)	3899 Southwest Fwy, Houston, 77027	346-800-1153
Urgent Care MDs	14405 Fm 2100 Rd, Ste B, Crosby, 77532	832-877-2465
Texas Childrens Urgent Care (Main Campus)	6621 Fannin St #2240, Houston, 77030	832-824-2000
Urgent Care for Kids (West University)	5215 Kirby Dr #B, Houston, 77005	713-522-6800
Immediate Medical Care PA	1202 Nasa PKWY, Houston, 77058	281-335-0606
Urgent Clinics Medical Care (Pearland)	8498 S Sam Houston Pkwy E #100, Houston, 77075	832-831-3974
NAG Clinics Pediatric Urgent Care Clinic	3332 Plainview St, Pasadena, 77504	832-649-2073
UrgentCare MDs	1658 W Baker Rd, Baytown, 77521	281-428-0000
Night Light Pediatrics	19325 Gulf Fwy #170, Webster, 77598	832-992-5050

NW Health Center	1100 W 34Th St, Houston, 77018	713-861-3939	Urgent Care For Kids	24230 Kuykendahl Rd #210, Spring, 77375	281-357-0825
Aldine Health Center	4755 Aldine Mail Rd, Houston, 77039	281-985-7600	Cypress Fairbanks	14044 Spring Cypress Rd, Cypress, 77429	281-949-3703
Entrust Immediate Care	9778 Katy Fwy #100, Houston, 77055	713-468-7845	Urgent Care Center	25801 Highway 290, Cypress, 77429	281-377-8664
Wells Walk-In Urgent Care	10311 N Eldridge Pkwy #B5, Houston, 77065	281-890-3822	Excel Urgent Care	14405 Fm 2100 Rd # B, Crosby, 77532	832-821-9780
Night Light Pediatrics	19708 Northwest Fwy #500, Hou, 77065	713-957-2020	Urgentcare MDS		
Champions Urgent Care	4950 Fm 1960 Rd W #A6, Hou, 77069	281-444-1711	Texas Childrens Urgent Care	12850 Memorial Dr #210, Hou, 77024	832-827-4000
Urgent Clinics Medical Care (Champions)	6930 Fm 1960 Rd W, Houston, 77069	832-446-3659	Fast And Urgent Care	7701 W Bellfort St #B, Houston, 77071	713-592-9500
AFC Urgent Care	10850 Louetta Rd #1500, Houston, 77070	281-320-2338	West Oaks Urgent Care	2150 Hwy 6 S #100, Houston, 77077	281-496-4948
Texas Childrens Urgent Care	10420 Louetta Rd #104, Houston, 77070	281-251-0269	Medspring	14045 Memorial Dr, Houston, 77079	832-548-4410
Nextcare Urgent Care	10906 Fm 1960 Rd W, Houston, 77070	281-477-7490	Doctors Express	14629 Memorial Dr, Houston, 77079	281-724-7588
Westfield Urgent Care	2010 Fm 1960 Rd E, Houston, 77073	281-821-8200	Excel Urgent Care	19450 Katy Fwy, Houston, 77094	281-346-3090
Acres Home Health Center	818 Ringold St, Houston, 77088	281-448-6391	Next Level Urgent Care	4936 Beechnut St, Houston, 77096	713-893-1223
Convenient Urgent Care	411 W Parker Rd, Houston, 77091	713-691-3300	Cypress Fairbanks Urgent Care Center	9110 Barker Cypress Rd, Cypress, 77433	281-517-9900
Next Level Urgent Care - Copperfield	8100 Highway 6 N #E, Houston, 77095	832-304-2314	Apex Urgent Care	6111 N Fry Rd, Katy, 77449	832-913-6817
Only Choice Urgent Care	11515 E Fm 1960 Rd #C, Huffman, 77336	281-324-1550	Katy Urgent Care Center	21700 Kingsland Blvd #104, Katy, 77450	281-829-6570
Night Light Pediatrics	20440 Hwy 59 N #500, Humble, 77338	832-602-4040	Options Urgent Care & Wellness Center	208 Oak Dr S #502, Lake Jackson, 77566	979-285-2273
Nextcare Urgent Care	1331 Northpark Dr, Kingwood, 77339	281-359-5330	Texas Childrens Urgent Care	2701 Pearland Pkwy #190, Pearland, 77581	281-485-6400
Medspring	1450 Kingwood Dr, Kingwood, 77339	832-548-4420	Immediate Medical Care	2705 Broadway St #101, Pearland, 77581	281-412-0508
Kingwood Urgent Care	2601 W Lake Houston Pkwy, Kingwood, 77339	281-607-4005	Prime Urgent Care	2510 Smith Ranch Rd #102, Pearland, 77584	713-340-3111
Fastmed Urgent Care	14080 Fm 2920 Rd #A, Tomball, 77377	832-843-7135	Night Light Pediatrics	2803 Business Center Dr #118, Pearland, 77584	281-990-3030
Next Level Urgent Care (Champions)	15882 Champion Forest Dr, Spring, 77379	281-809-6615	AFC UrgentCare	8831 N HWY 146, Baytown, 77523	281-573-4100
Houston Northwest Urgent Care Center	7306 Louetta Rd #A106, Spring, 77375	281-587-3400	Mont Belvieu Urgent Care	9235 N HWY 146 #3, Mont Belvieu, Ste 2-3, 77523	281-385-8111
Houston Northwest Urgent Care Center	2540 Fm 2920 Rd, Spring, 77388	281-907-0905			

Next Level Urgent Care (Long Meadow)	7101 W Grand Pkwy S #180, Richmond, 77407	832-304-2309	Immediate Medical Care PA	3354 Fm 528 Rd, Friendswood, 77546	832-569-5739
Excel Urgent Care	6840 Hwy 6 #A, Missouri City, 77459	281-407-4580	West Isle Urgent Care	2027 61st St, Galveston, 77551	409-744-9800
Next Level Urgent Care (Sienna Plantation)	8720 Hwy 6 N #400, Missouri City, 77459	832-342-9204	Affinity Immediate Care	2808 61st St #200, Galveston, 77551	409-497-2808
Royal Urgent Care	24601 Sw Fwy #100 Rosenberg, 77471	281-239-8434	Urgent Clinics Medical Care (Tuscan Lakes)	2560 E League City Pkwy #B, League City, 77573	832-982-7228
Medspring	1403 Hwy 6, Sugar Land, 77478	832-260-0640	Immediate Medical Care	2640 E League City Pkwy #114, League City, 77573	281-538-8000
Night Light Pediatrics	15551 Sw Fwy, Sugar Land, 77478	281-325-1010	Urgent Clinics Medical Care	2660 Marina Bay Dr, League City, 77573	281-549-6920
Memorial Hermann Urgent Care - Telfair	1227 Museum Square Dr #A, Sugar Land, 77479	281-265-8125	Urgent Clinics Medical Care (Creekside)	4420 W Main St #A, League City, 77573	832-632-1015
Next Level Urgent Care	16902 Sw Fwy #108, Sugar Land, 77479	832-342-9205	Magnolia Urgent Care	18535 Fm 1488 Rd #210, Magnolia, 77354	281-789-7065
Medspring - Katy	6501 S Fry Rd #1000, Katy, 77494	832-260-0670	Davam Urgent Care	6022 Fm 1488 Rd, Magnolia, 77354	281-583-1980
Preferred Urgent Care	1450 W Grand Pkwy S #M, Katy, 77494	281-916-1444	Nextcare Urgent Care	15320 Hwy 105 West #120, Montgomery, 77356	936-582-5660
Urgent Care For Kids	23730 Westheimer Pkwy #N, Katy, 77494	281-392-3033	Urgent Care For Kids	1640 Lake Woodlands Dr #E, The Woodlands, 77380	281-367-0010
Texas Childrens Urgent Care (Cinco Ranch)	9727 Spring Green Blvd #900, Katy, 77494	281-789-6300	Access Urgent Care	25321 Interstate 45, Spring, 77380	832-940-9800
St Elizabeths Urgent Care	676 Fm 517 Rd W, Dickinson, 77539	713-482-4535	Texas Childrens Urgent Care	4775 W Panther Creek Dr #300, The Woodlands, 77381	281-417-0870
Twin Oaks Urgent Care	1111 S Friendswood Dr #105, Friendswood, 77546	832-569-4390	Urgent Clinics Medical Care	3600 Fm 1488 Rd #200, The Woodlands, 77384	936-447-9812
Friendswood Urgent Care	1305 W Parkwood Ave #101, Friendswood, 77546	281-648-4800	Nextcare Urgent Care	1104 Rayford Rd #500, Spring, 77386	281-825-3265
Memorial Hermann Urgent Care	1505 Winding Way Dr #112, Friendswood, 77546	281-993-3860			
Readycare Centers	1520 S Friendswood Dr #100, Friendswood, 77546	281-947-8074			

MEDICAL BENEFITS COMPARISON | BASE PLAN VS. PLUS PLAN

			PLUS PLAN PREFERRED BENEFITS (In-Network)	PLUS PLAN NON-PREFERRED BENEFITS (Out-of-Network)
			None	\$1,000 Individual \$3,000 Family
	\$600/\$1,800	\$1,000 Individual \$3,000 Family		
	\$7,350/\$14,700	\$10,000 Individual \$30,000 Family	\$6,350 / \$12,700	\$10,000 Individual \$30,000 Family
	Unlimited except where otherwise indicated	Unlimited	Unlimited except where otherwise indicated	Unlimited
	10 visits per calendar year (no deductible or coinsurance applies)	10 visits per calendar year (no deductible or coinsurance applies)	10 visits per calendar year (no deductible or coinsurance applies)	10 visits per calendar year (no deductible or coinsurance applies)
	80% after deductible	50% after deductible	\$600 copay	50% after deductible
	\$40 copay	50% after deductible	\$30 copay	50% after deductible
	100% after \$40 office visit copay (waived for injection if no office visit charge); 150 doses per calendar year	50% after deductible; 150 doses per calendar year	100% after \$40 office visit copay (waived for injection if no office visit charge); 150 doses per calendar year	50% after deductible; 150 doses per calendar year
	90% after deductible	90% after deductible	100% coverage	100% coverage
	Payable as any other covered expense; 50% coverage for insemination; fertility drugs excluded	Payable as any other covered expense; 50% coverage for insemination; fertility drugs excluded	Payable as any other covered expense; 50% coverage for insemination; fertility drugs excluded	Payable as any other covered expense; 50% coverage for insemination; fertility drugs excluded
	10 visits per calendar year (no deductible or coinsurance applies)	50% after deductible; up to 10 visits per calendar year	10 visits per calendar year (no deductible or coinsurance applies)	50% after deductible; up to 10 visits per calendar year
	90% after deductible 100% coverage at eviCore facilities	50% after deductible	\$100 copay 100% coverage at eviCore facilities	50% after deductible
	\$30 copay	50% after deductible	\$25 copay	50% after deductible
	100% coverage	50% after deductible	100% coverage	50% after deductible

NOTE: Limits for the Base and Plus plans are combined for both preferred and non-preferred benefits. Please reference your Plan Document for a complete listing of covered services, reimbursement amounts, limitations, and exclusions.

MEDICAL BENEFITS COMPARISON | BASE PLAN VS. PLUS PLAN

			PLUS PLAN	
			PREFERRED BENEFITS (In-Network)	NON-PREFERRED BENEFITS (Out-of-Network)
	90% after deductible	50% after deductible	100% coverage	50% after deductible
	\$300 copay, waived if admitted	\$300 copay, waived if admitted	\$300 copay, waived if admitted	\$300 copay, waived if admitted
	90% after deductible	50% after deductible	100% coverage	50% after deductible
	80% coverage, no deductible	80% after deductible	80% coverage, no deductible	80% after deductible
	90% after deductible	50% after deductible	100% coverage	50% after deductible
	90% after deductible	50% after deductible	90% after \$250 copay	50% after deductible
	80% after deductible	50% after deductible	\$600 per confinement copay	50% after deductible
	80% after deductible	50% after deductible	\$400 copay	50% after deductible
	Payable as any other covered expense	Payable as any other covered expense	Payable as any other covered expense	Payable as any other covered expense
	80% after deductible	50% after deductible	\$600 copay	50% after deductible
	\$40 copay	50% after deductible	\$30 copay	50% after deductible
	80% after deductible	50% after deductible	100% after \$400 copay	50% after deductible
	80% after deductible	50% after deductible	100% coverage	50% after deductible
	100% coverage	50% after deductible	100% coverage	50% after deductible

*Preventive Care—In accordance with the Affordable Care Act (ACA), preventive care services include age appropriate or risk status screenings, standard immunizations recommended by the American Committee on Immunization Practices, and all United States Preventive Services Task Force A and B recommendations. Examples of these services include well-child immunizations and exams, well-man and well-woman exams, and screenings as adopted by HHS guidelines.

MEDICAL BENEFITS COMPARISON | BASE PLAN VS. PLUS PLAN

			PLUS PLAN PREFERRED BENEFITS (In-Network)	PLUS PLAN NON-PREFERRED BENEFITS (Out-of-Network)
	Non-CCN: \$30 copay CCN: \$20 copay	50% after deductible	Non-CCN: \$25 copay CCN: \$15 copay	50% after deductible
	\$40 copay \$50 copay	50% after deductible	\$30 copay \$40 copay	50% after deductible
	90% after deductible	50% after deductible	100% coverage	50% after deductible
	80% after deductible	50% after deductible	\$600 copay	50% after deductible
	100% coverage	50% after deductible	100% coverage	50% after deductible
	100% coverage	50% after deductible	100% coverage	50% after deductible
	100% after \$25 copay	50% after deductible	100% after \$20 copay	50% after deductible
	90% after deductible	50% after deductible	100% coverage	50% after deductible
	100% after \$50 copay	50% after deductible	100% after \$50 copay	50% after deductible
	100% coverage	50% after deductible	100% coverage	50% after deductible

*Reference the Summary Plan Document available at hrrm.harriscountytexas.gov for details regarding coverage.

Cigna Care is a designation for specialists in

network that have met certain standards for clinical performance and efficiency. These standards include managing Cigna patient volume, adhering to clinical guidelines, external recognition, board certification information specific to the physician's Cigna Care specialty, and demonstrating overall effectiveness in the delivery of care.

- Family Practice (Primary Care)
- Pediatrics (Primary Care)
- Internal Medicine (Primary Care)
- Allergy and Immunology
- Cardiology
- Cardio-Thoracic Surgery
- Dermatology
- Ear, Nose and Throat
- Endocrinology
- Gastroenterology
- General Surgery
- Hematology and Oncology
- Nephrology
- Neurology
- Neurosurgery
- Obstetrics and Gynecology
- Ophthalmology
- Orthopedics and Surgery
- Pulmonary
- Rheumatology
- Urology

For example, if you obtain specialty services from a Cardiologist or Neurologist, or any other Cigna Care specialty, you will have a \$40 copay on the Base Plan and a \$30 copay on the Plus Plan. However, if you seek specialty services through a Cigna Care specialty category such as cardiology and do not see a Cigna Care designated cardiologist, your copay on the Base Plan is \$50 and \$40 on the Plus Plan.

Using Cigna Care designated providers will save you **\$10** per visit on copays. To find a Cigna Care specialist, log in to mycigna.com and select "Find a Doctor." Cigna Care specialists are indicated with a blue "C".

CareCentrix is the exclusive in-network supplier of Durable Medical and Respiratory Equipment, Home Health and Home Infusion Services for Cigna customers. CareCentrix has a large national network of suppliers and in-house experts ready to serve your home medical equipment needs.

For new service requests and ongoing supplies, please contact the CareCentrix Office at 1.877.466.0164.

The Amplifon Hearing Health Care Package offers discounted prices, risk-free 60-day trial period, 3-year warranty, and expert care.

Call Amplifon at 1.888.669.2175 and a Patient Care Advocate will assist you in finding a hearing specialist near you.

As a Harris County medical plan member, there is no charge when you use an eviCore facility for Advanced Radiology (MRI, PET, CT Scan, etc.).

To download a list of eviCore facilities, go to hrrm.harriscountytexas.gov and click on "Benefits" or call one of our onsite Cigna representatives at 713.274.5500, Option 1.

You must obtain your lab services (example, blood work) through a Cigna contracted lab. Cigna is contracted with two of the largest national labs, LabCorp and Quest Diagnostics, as well as several regional and local labs. It is your responsibility as the member to ensure you use a contracted lab, otherwise the claim will be considered out-of-network.

PRESCRIPTION DRUG BENEFITS

Cigna Value Prescription Drug Plan

When it comes to prescription medications, you and your doctor usually have a choice between brand name and generic medications. Generic medications offer the same strength and active ingredients as brand name but often cost much less, in some cases up to 80-85% less.

The Cigna Value Prescription Drug List features generic and low cost brand medications for all covered conditions. The list can be found at mycigna.com or at hrrm.harriscountytx.gov >> Benefits.

Your doctor may prescribe you a drug that is not covered under our plan. If so, talk with your doctor to find out which covered generic or brand alternative will work for you. If your doctor feels the covered alternative medications aren't right for you, he or she can ask Cigna to consider approving coverage of your medication. If you continue to fill a prescription for a medication that's no longer covered, you'll have to pay the full cost of the medication.

Cigna Preventive Generics Drug List

Preventive medications are used for the prevention of conditions such as high blood pressure, high cholesterol, diabetes, asthma, osteoporosis, heart attack, stroke and prenatal nutrient deficiency.

Harris County and Cigna offer certain generic medications for the conditions listed above at no cost share to you. The drugs covered under this program can be found by logging on at mycigna.com or online at hrrm.harriscountytx.gov >> Benefits.

Specialty Rx and / or Self Injectable Drugs

Specialty medications and/or self injectible drugs are available only for a 30-day supply through a network retail pharmacy, Cigna's Specialty Pharmacy, or a Cigna designated and approved provider.

Cigna Rx Step Therapy Program

Prequalification is required for angiotensin receptor blocker (ARB drugs), angiotensin converting enzyme inhibitor (ACE inhibitors), statin (cholesterol), and diabetic prescriptions.

With step-therapy, certain medications will be excluded from coverage unless one or more "prerequisite therapy" medications are tried first, or unless the prescriber obtains a medical exception.

The plan **will not** cover certain step-therapy drugs if your prescriber does not prescribe a prerequisite drug first or fails to obtain a medical exception unless the corresponding prerequisite therapy drug(s) are used first.

Prerequisite therapies and any medical exception prescriptions will be subject to dose and quantity recommendations outlined by the manufacturer.

Get Drug Costs

Before you go to the pharmacy or mail your prescription to Cigna Home Delivery, check the cost of your prescription. Get cost information for prescriptions at both retail and mail order so you can determine the least expensive method before having your prescription filled. Log in (or register) at mycigna.com and click "Pharmacy." You can also speak with a pharmacist at 1.800.Cigna24.

	Percentage You Pay	Minimum Copay	Maximum Copay
Generic	25%	\$5	\$50
Brand	30%	\$25	\$150
Specialty	30%	\$50	\$300
Generic	25%	\$10	\$100
Brand	30%	\$50	\$300

You can fill your maintenance medicine in a 90-day or 30-day supply at a retail pharmacy. Cigna offers a retail pharmacy network that gives you more choice in where you can fill your 90-day prescriptions. Some major pharmacies include: CVS (including Target), Walmart and Kroger.

Log in (or register) at mycigna.com and click "Pharmacy" to get started.

You can also use Cigna Home Delivery to fill your prescriptions.

If you recently filled a maintenance prescription and your physician changed/increased your dosage, or if you are just reordering the maintenance medication and you are sending in a new prescription, you must have used 2/3 of your prescription prior to mailing in your new prescription.

If you submit new prescriptions all on one script, and not all are available at one time, the order could be delayed by 24-48 hours. If the remaining prescription(s) are not available within the 7-10 day processing period, the order will then be split into two separate orders in an effort to avoid further delay.

If you know that you will run out of your prescription medication, and it is too soon to refill prior to your departure, call Cigna Pharmacy Management for a "Vacation Override" at 1.800.Cigna24. You will need to provide your departure date and return date to the representative. Medication can be picked up as early as 3 days prior to your vacation departure date. In most instances you will receive a maximum three-month supply of medication.

Talk to your pharmacist about calling Cigna Pharmacy Management for assistance in submitting your claim electronically, especially if you have two insurance carriers.

Physicians can fax prescriptions for mail order processing. The prescription must be submitted on the physician's office letterhead and must include the member's name and Cigna identification number. Prior to processing faxed prescription(s), the member must have completed and submitted a Cigna Home Delivery registration form.

Members cannot fax prescriptions for filling via mail order.



D E N T A L B E N E F I T S

Cigna Dental - Know what's important

Nothing is more important than your health. That's why there's myCigna.com – your online home for assessment tools, plan management, dental health information and much more.

You can use myCigna.com to:

Choose dentists and create, download and print a personal directory.

Verify plan details such as coverage, coinsurance / copays, and deductibles (the amount you pay before your plan starts to pay).

Print a dental ID card.

Get the forms you need.

Access dental health information through WebMD® Dental Health Resource Center.

Estimate your dental costs before your next visit.

We're here when you need us

Just call Cigna toll free day
or night, even on holidays

1.800.244.6224

OR

[Log in to myCigna.com](http://myCigna.com)

\$1,750 calendar year maximum; \$50 yearly individual deductible (\$150 for family)

You may receive care from any licensed dentist; network dentists have agreed to accept negotiated fees as payment in full with no "balance billing" for covered services.

Non-network dentists could "balance bill," which may result in higher out-of-pocket costs. For more information, see the Benefit Summary or determine out-of-pocket costs by using the online Treatment Cost Calculator.

If you require specialty care, you may see any specialty care dentist you choose. When you receive care from a network dentist, you may save on your cost of care.

New enrollees: 6-month waiting period on endodontic procedures and all major services (new employees and newly-added dependents of current employees).

Orthodontia is covered for eligible children and adults at 50% after deductible with a separate lifetime maximum of \$1,500.

Dental implants are covered at 50% after deductible.

Cigna Oral Health Integration Program

The **Cigna Dental Oral Health Integration Program (OHIP)** provides research-based, value-added enhanced dental coverage with the potential to possibly improve a member's overall health through reaching a state of improved oral health and reduce medical dollars spent due to certain high risk conditions.

The conditions covered under OHIP are:

- Maternity
- Cardiovascular
- Diabetes
- Cerebrovascular (Stroke)
- Head and Neck Cancer Radiation
- Organ Transplants
- Chronic Kidney Disease

Research shows that a person's oral health may have an impact on his or her overall health. This may be especially true for people who have certain medical conditions. That is why we offer 100% reimbursement of copayments and coinsurance on certain dental procedures for customers with specific medical conditions. We also offer savings on certain prescription dental products, and guidance on behavioral issues that impact oral health.

Call Cigna today to learn more.

How to Find a Dentist

Finding a Cigna Dental network dentist or specialist is quick and easy – whether you opt to search online or speak to a customer service representative. Let us show you how.

Make the most of your dental plan by registering and using myCigna.com.

When searching for a dentist, your home zip code will be entered automatically, but you can change the zip if you are looking for a dentist in a different area. Once you've registered, you can search for a Cigna network dentist or specialist in many ways:

- > After logging in to myCigna.com, click on "Find a Doctor" or "Help" at the top of the page.
- > Enter your search word or words and click "Search",

OR

- > Click on "Dentist" under the "Find a Person" heading and double-click a specialty dentist by grouping.

You'll see a list of results that has facts that can help you make a good choice about what dentist you want to use.



Now with Cigna Dental, you can get the most out of your dental plan. Visit myCigna.com to learn more.

VISION BENEFITS

WELCOME TO YOUR
NEW VISION CARRIER



Get the most out of your vision benefits with the Davis Vision app. Fully covered frames and contact lenses are available at participating locations.

Fully Covered Frames At Visionworks

As a Davis Vision member, you have access to over 750 Visionworks stores, which offer the largest in-store frame assortment in the industry. With an average of 2,000 frames per store at no out-of-pocket cost to you, you'll find the right shape, style, color and brand for you. Members also receive 50% off additional pairs of eyewear.



Fully Covered Frames from The Exclusive Collection

The Exclusive Collection can be found at nearly 9,000 independent provider locations nationwide. These frames are available to you for no out-of-pocket cost and include options that have retail values of up to \$195. To find a provider near you with the Exclusive Collection, log in to the mobile app or log in at davisvision.com/member.



Fully Covered Contacts From The Exclusive Collection Of Contact Lenses

Our Exclusive Collection of Contact Lenses, available at participating provider locations, features many popular brands, and is fully covered along with the fitting and follow-up care.



Frequency of Services (Exam / Lens / Frame)	Every 12 months
Copayments (Exam / Lens)	\$10 / \$25
Frame	
- Allowance	\$150 allowance
- Visionworks	Fully covered frame ¹
- The Exclusive Collection ²	Fully covered frame
Covered Lens Options	Clear plastic, single-vision, lined bifocal, trifocal or lenticular lenses. Tinting, scratch-resistant and kids' polycarbonate lenses are also covered.
Contact Lenses (in lieu of eyeglasses)	
- Allowance	\$150 Allowance
- The Exclusive Collection ²	Fully covered - up to 4 boxes
Contacts Fitting Fee	
- Standard	15% discount ³
- Specialty	15% discount ³
- The Exclusive Collection ²	Fully covered

This is only a summary of benefits. For a complete list of benefit details, please refer to Harris County's Certificate of Coverage or your Member Welcome Kit.

OUT-OF-NETWORK BENEFITS

You may receive services from an out-of-network provider, although you will receive the greatest value and optimize your benefits if you select a provider who participates in the network.

Eye Examination: \$35	Trifocal Lenses: \$45
Frame: \$70	Lenticular Lenses: \$80
Single-Vision Lenses: \$25	Elective Contact Lenses: \$80
Bifocal / Progressive Lenses: \$40	Visually Required Contacts: \$150

1/ The fully covered frame benefit is available at all Visionworks locations nationwide and includes all frames except Maui Jim eyewear.
2/ Collection is available at participating provider locations and is subject to change. 3/ Additional discounts not applicable at Walmart, Sam's Club or Costco locations

MEDICARE & COBRA

Medicare PARTS A & B

Medicare becomes the primary insurer when a retiree, or a dependent of a retiree, turns 65 or becomes eligible due to disability. Harris County medical benefits then become secondary to Medicare.

The Harris County Medical Plan coordinates its benefits with Medicare Parts A & B. Since Medicare is the primary insurance, it must pay benefits first before the Harris County Medical Plan will pay benefits. The Harris County Medical Plan will pay benefits as if Medicare Part B paid first even if you are not enrolled in Medicare Part B. This will cause a gap in your coverage if you do not enroll in Medicare Part B as a retiree.

NOTE: If you are actively at work upon attaining the age of 65, you do not need to purchase Medicare Part B. If your spouse's primary insurance is the Harris County plan, they do not have to purchase Medicare Part B until you retire.

Active employees and their covered dependents who are eligible for Medicare may postpone enrolling in Medicare until the employee retires. Each employee and/or their dependent should make this decision based on their individual situation. Medicare will pay secondary to the Harris County Medical Plan for covered services if you do choose to enroll while actively employed. You should contact the Social Security Administration at 800.772.1213 if you have any questions concerning coordination of benefits between the Harris County Medical Plan and Medicare.

Medicare PART D

Harris County Medicare eligible employees and retirees should NOT enroll in Part D — Medicare Prescription Drug Plan. Enrollment in a Medicare Prescription Drug Plan is voluntary, but Harris County's Medical Plan administered through Cigna typically provides more comprehensive prescription drug coverage. In addition, there is no coordination of benefits between Harris County's medical plan and the Medicare Prescription Drug Plan; however, there will continue to be coordination with Medicare Parts A and B.

If you meet certain income and resource limits, Medicare's Extra Help Program may assist in paying some of the costs of its prescription drug coverage. You may qualify if you have annual earnings of up to \$18,090 (\$24,360 for a married couple living together) and up to \$13,820 in resources (\$27,600 for a married couple living together).

If you don't qualify for Extra Help, your state may have programs that can help pay your prescription drug costs. Contact your State Health Insurance Assistance Program (SHIP) for more information at 800-252-3439. Remember, that you can reapply for Extra Help at any time if your income and resources change.

For more information and assistance with your prescription drug costs, call Social Security at 800.772.1213 or visit socialsecurity.gov. If you or any of your covered dependents are eligible for additional coverage through Medicaid, you should contact 800-MEDICARE (800.633.4227) or visit medicare.gov to determine the best prescription drug option for you.

COBRA continuation coverage is available to qualified beneficiaries who are entitled to medical benefits under an employer's group health plan and who experience a qualifying event. COBRA coverage is not available for all group health plans. For more information, contact the Social Security Administration at 800.772.1213 or visit socialsecurity.gov.

LOCAL AREA AGREEMENT EMPLOYEE MONTHLY PREMIUMS

Effective March 1, 2018

Employee Only	\$0.00	\$625.38	\$625.38
Employee + Spouse	\$250.00	\$947.30	\$1,197.30
Employee + Child	\$225.00	\$914.20	\$1,139.20
Employee + Two or More	\$400.00	\$1,163.30	\$1,563.30

Employee Only	\$75.00	\$810.63	\$885.63
Employee + Spouse	\$450.00	\$1,300.63	\$1,750.63
Employee + Child	\$375.00	\$1,205.24	\$1,580.24
Employee + Two or More	\$600.00	\$1,532.24	\$2,132.24

Harris County pays a significant portion of the cost for your health care coverage.

For example, if you select coverage for yourself only, you pay no monthly premium for the Base Medical Plan and \$75.00 for the Plus Medical Plan.

Human Resources & Risk Management

Benefits Division

1310 Prairie, Suite 400
Houston, TX 77002-2042

Call: 713.274.5500

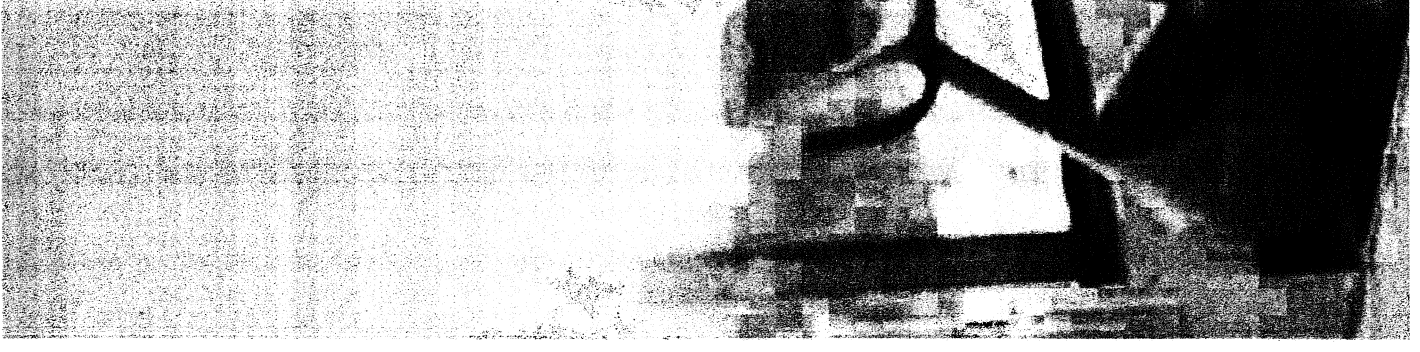
Toll Free: 866.474.7475

Fax: 713.274.5501

Web: hrm.harriscountytx.gov

Commissioners Court

Ed Emmett	County Judge
Rodney Ellis	Precinct 1 Commissioner
Jack Morman	Precinct 2 Commissioner
Steve Radack	Precinct 3 Commissioner
R. Jack Cagle	Precinct 4 Commissioner





PLAN CUSTOMIZER FOR PLAN YEAR 2017

Harris County Housing Authority

CURRENT PLAN DETAIL

Current Plan

Basic Plan Options

Employee Deposit Rate	7%
Employer Matching	225%
Application of Matching	Past & Future
Prior Service Credit	160%

Retirement Eligibility

Age 60 (Vesting)	5 yrs of service
Rule Of	75 yrs total age + service
At Any Age	30 yrs of service

Optional Benefits

Partial Lump-Sum Payment at Retirement	No
Group Term Life	ACTIVE-ONLY
COLA	N/A

Retirement Plan Funding

Normal Cost Rate	8.99%
UAAL/(OAAL) Rate	-0.59%
Required Rate	8.40%
Elected Rate	0.00%
Additional Employer Contribution	\$0.00

Total Contribution Rate

Retirement Plan Rate	8.40%
Group Term Life Rate	0.16%
Total Contribution Rate	8.56%

Valuation Results

Actuarial Accrued Liability	\$2,136,287
Actuarial Value of Assets	\$2,287,629
Unfunded/(Overfunded) Actuarial Liability	(\$151,342)
Funded Ratio	107.1%

Harris County Housing Authority

All Other Eligible Employees

Benefits Plan

Here is your new coverage. Make sure you return the completed form, if applicable, to your plan administrator, Human Resources.

If you miss the deadline, the coverage may be delayed or you may not be eligible for enrollment this year and proof of insurability *may* be required.



GUARDIAN®

HIGHLIGHTS:

- Protect your family's future, with life coverage
- Comprehensive dental care for all your needs

Learn more about Guardian at
www.guardianlife.com.





GUARDIAN®

If you're like most employees, finding enough time in the day to accomplish your lengthy to-do list can often be no easy task.

As your Guardian coverage begins, we want you to know that we're here for you every step of the way and are committed to providing you with the resources to obtain fast, accurate answers to your benefits-related questions.

One way in which we do this is through our online member resource, Guardian Anytimesm, which allows you to manage your benefits when it works best for you — day or night. Plus, it offers helpful resources to ensure you get access to the quality care you need.

We encourage you to take a couple minutes to check out and register for Guardian Anytimesm at www.GuardianAnytime.com. We promise it will be time well spent.

Welcome to Guardian!

Life Plans

Basic Life Your employer provides Basic Life Coverage for all full time employees in the amount of 100% of your annual salary, to a maximum of \$200,000. Your Basic Life coverage includes Accidental Death and Dismemberment coverage equal to one times the employee's life benefits.

You may elect Voluntary Term coverage.

Premiums will be deducted from your monthly payroll check.

COVERAGE OPTIONS	VOLUNTARY TERM LIFE
Employee Benefit	\$25,000 increments to a maximum of \$200,000. See Cost Illustration page for details.
Accidental Death and Dismemberment	Accidental Death and Dismemberment. Maximum 1 times life amount.
Spouse† benefit	50% of employee coverage to a max of \$50,000
Child benefit—children age birth† to 25 years (26 if full time student)	10% of employee coverage to a max of \$10,000. Coverage limits are based on child age.

Subject to coverage limits

† Infant coverage is limited for the first two weeks of infant's life.

‡ Spouse coverage is based on employee age and terminates at age 70.

Premiums for Voluntary Life increase in five-year increments. See enrollment form for details.

YOUR GUARDIAN PLAN OFFERS:

Low group rates

Family coverage for spouse
and children

Reliable claims payments

Plan coverage begins
August 01, 2010

Did you know?

According to the National Safety Council, someone dies in an accident every six minutes.

PLAN DETAILS

BASIC LIFE

VOLUNTARY TERM LIFE

Guarantee Issue	Underwriting may be required, depending on amount and/or age	We Guarantee Issue coverage up to \$100,000 per employee, \$25,000 for a spouse and \$10,000 for dependent children
Premiums	Covered by your company if you meet eligibility requirements	Increase on plan anniversary after you enter next 5 year age group
Portability	Yes, with age and other restrictions, including evidence of insurability	Yes, with age and other restrictions, including evidence of insurability
Conversion	Yes, with restrictions; see certificate of benefits	Yes, with restrictions; see certificate of benefits
Accelerated Life Benefit	Yes	Yes
Waiver of Premiums	For employees disabled prior to age 60, with premiums waived until age 65, if conditions are met	For employees disabled prior to age 60, with premiums waived until age 65, if conditions met
Benefit Reductions	35% at age 65, 60% at age 70, 75% at age 75, 85% at age 80	35% at age 65, 60% at age 70, 75% at age 75, 85% at age 80

EXCLUSIONS AND LIMITATIONS

A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS For Basic Life:

You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period.
 Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year, or (b) in an area under travel warning by the US Department of State. Subject to state specific variations.
 Dependent life insurance will not take effect if a dependent, other than a newborn, is confined to the hospital or other health care facility or is unable to perform the normal activities of someone of like age and sex.
 Evidence of Insurability is required on all late enrollees.
 This coverage will not be effective until approved by a Guardian underwriter.
 This proposal is hedged subject to satisfactory financial evaluation.
 Please refer to certificate of coverage for full plan description.

A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS For Voluntary Term Life:

You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period.
 Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year, or (b) in an area under travel warning by the US Department of State. Subject to state specific variations.
 We pay no benefits if the insured's death is due to suicide within two years from the insured's original effective date.
 This two year limitation also applies to any increase in benefit. This exclusion may vary according to state law

Dependent coverage will not take effect if a dependent, other than a newborn is confined to a hospital or other health care facility, or is unable to perform the normal activities of someone of like age and sex (may vary by state).

Accelerated Life Benefit is not paid to an employee under the following circumstances: one who is required by law to use the benefit to pay creditors; is required by court order to pay the benefit to another person; is required by a government agency to use the payment to receive a government benefit; or loses his or her group coverage before an accelerated benefit is paid.

GP-1-R-EOPT-96.

Guarantee Issue/Conditional Issue amount applies for ages less than 65. Ages 65-69 maximum issue underwriting amounts \$10,000 for employee and \$5,000 spouse. Ages 70 and older must be individually underwritten for all amounts. Late entrants and benefit increases require underwriting approval.

A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS for AD&D:

We pay no Accidental Death and Dismemberment (AD&D) benefits for an insured where death or dismemberment occurs:

As the result of a disease or a bodily infirmity; By declared or undeclared war or act of war or armed aggression, or while a member of any armed force. May vary by state; Through intentional self-injury; While driving without a valid driver's license; While legally intoxicated; While participating in civil disorder or committing a felony; Traveling on any type of aircraft while having any duties on that aircraft; While voluntarily using a non-prescription controlled substance; GP-1-R-ADCL1-00 et al.

Life Cost Illustration

Voluntary Life Cost Illustration

		Monthly premiums displayed. Cost of AD&D is included.									
		Policy Election Cost Per Age Bracket									
		< 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69†
\$25,000 Policy Election Amount											
Employee	\$25,000	\$2.50	\$2.50	\$3.00	\$4.00	\$6.75	\$10.00	\$15.00	\$23.25	\$36.25	\$59.00
Spouse	\$12,500	\$88	\$88	\$1.13	\$1.63	\$3.00	\$4.63	\$7.13	\$11.25	\$17.75	\$29.13
Child	\$2,500	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40
\$50,000 Policy Election Amount											
Employee	\$50,000	\$5.00	\$5.00	\$6.00	\$8.00	\$13.50	\$20.00	\$30.00	\$46.50	\$72.50	\$118.00
Spouse	\$25,000	\$1.75	\$1.75	\$2.25	\$3.25	\$6.00	\$9.25	\$14.25	\$22.50	\$35.50	\$58.25
Child	\$5,000	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80
\$75,000 Policy Election Amount											
Employee	\$75,000	\$7.50	\$7.50	\$9.00	\$12.00	\$20.25	\$30.00	\$45.00	\$69.75	\$108.75	\$177.00
Spouse	\$37,500	\$2.63	\$2.63	\$3.38	\$4.88	\$9.00	\$13.88	\$21.38	\$33.75	\$53.25	\$87.38
Child	\$7,500	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20
\$100,000 Policy Election Amount											
Employee	\$100,000	\$10.00	\$10.00	\$12.00	\$16.00	\$27.00	\$40.00	\$60.00	\$93.00	\$145.00	\$236.00
Spouse	\$50,000	\$3.50	\$3.50	\$4.50	\$6.50	\$12.00	\$18.50	\$28.50	\$45.00	\$71.00	\$116.50
Child	\$10,000	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60
\$125,000 Policy Election Amount											
Employee	\$125,000	\$12.50	\$12.50	\$15.00	\$20.00	\$33.75	\$50.00	\$75.00	\$116.25	\$181.25	\$295.00
Spouse	\$62,500	\$3.50	\$3.50	\$4.50	\$6.50	\$12.00	\$18.50	\$28.50	\$45.00	\$71.00	\$116.50
Child	\$10,000	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60
\$150,000 Policy Election Amount											
Employee	\$150,000	\$15.00	\$15.00	\$18.00	\$24.00	\$40.50	\$60.00	\$90.00	\$139.50	\$217.50	\$354.00
Spouse	\$75,000	\$3.50	\$3.50	\$4.50	\$6.50	\$12.00	\$18.50	\$28.50	\$45.00	\$71.00	\$116.50
Child	\$10,000	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60
\$175,000 Policy Election Amount											
Employee	\$175,000	\$17.50	\$17.50	\$21.00	\$28.00	\$47.25	\$70.00	\$105.00	\$162.75	\$253.75	\$413.00
Spouse	\$87,500	\$3.50	\$3.50	\$4.50	\$6.50	\$12.00	\$18.50	\$28.50	\$45.00	\$71.00	\$116.50
Child	\$10,000	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60
\$200,000 Policy Election Amount											
Employee	\$200,000	\$20.00	\$20.00	\$24.00	\$32.00	\$54.00	\$80.00	\$120.00	\$186.00	\$290.00	\$472.00
Spouse	\$100,000	\$3.50	\$3.50	\$4.50	\$6.50	\$12.00	\$18.50	\$28.50	\$45.00	\$71.00	\$116.50
Child	\$10,000	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60	\$1.60

Guarantee Issue Amount: Employee \$100,000; Spouse \$25,000; Child \$10,000

Estimated premiums: refer to your first paycheck deduction for final rates. Your company has selected Guardian to provide life coverage to eligible employees according to plan terms which have been mutually agreed upon. As an eligible employee, you can purchase this coverage at the group premium levels illustrated above. For more details see enrollment form.

Subject to coverage limits

Premiums for Voluntary Life Increase in 5 year increments

Infant coverage is limited for the first two weeks of infant's life.

Spouse coverage is based on employee age and terminates at age 70.

[†]Benefit reductions apply. See plan details



Harris County Housing Authority

Your Group Long Term Disability Plan

Policy No. 95556 011

Underwritten by Unum Life Insurance Company of America

10/12/2009

ATTACHMENT P

Draft Contract

Salary/Wage Comparability Study Services Agreement

This Salary/Wage Comparability Study Services Agreement ("Agreement") is entered into on this ___ day of _____ 2018 ("Effective Date"), by and between _____ ("_____") and Harris County Housing Authority ("HCHA" or the "Authority").

RECITALS

On February 19, 2018, HCHA issued Exhibit A, Request for Proposal 18-02 ("RFP 18-02") seeking Salary/Wage Comparability Study Services.

After seeking a reasonable number of Proposals, HCHA has determined that _____ submitted the Proposal that represents the best overall value to HCHA, considering price and other factors set forth in RFP 18-02.

Because _____ was the responsive and responsible vendor that submitted the Proposal that represents the best overall value to HCHA, HCHA selected _____, and _____ has agreed, to provide Salary/Wage Comparability Study Services.

TERMS

1. **SPECIFICATION.** _____ shall provide Salary/Wage Comparability Study Services as described in the Attachment A, Scope of Services, to RFP 18-02.
 - A. The goods and services performed by _____ shall be as an independent contractor. _____ is not an agent, partner, or joint venturer of HCHA. _____ shall not represent itself to third persons to be other than an independent contractor of HCHA, nor shall _____ permit itself to offer or agree to incur or assume any obligations or commitments in the name of HCHA or for HCHA without the prior written consent and authorization of the HCHA. _____ shall be responsible for payment of all taxes arising out of _____'s activities under this contract. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. _____ shall have and retain the exclusive right of control over its employees' employment, firing, discipline, compensation, insurance, and benefits in accordance with applicable laws. _____ has no authority to bind or otherwise obligate HCHA orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between _____ and HCHA. Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.
 - B. **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT _____ IS NOT AN INDEPENDENT CONTRACTOR, _____ AGREES TO INDEMNIFY AND HOLD HARMLESS HCHA FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR**

EXPENSES THAT MAY BE INCURRED BY HCHA AS A RESULT OF THIS DETERMINATION.

- C. _____ warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D. _____ is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for HCHA. _____ shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance as required by the laws of the State of Texas.
- E. **HCHA'S PAYMENT IS TO _____. HCHA SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO _____'S WORKERS OR SUBCONTRACTORS. _____ SHALL INDEMNIFY AND HOLD HCHA HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- F. _____'s workers are not entitled to any contributions by or benefits from HCHA for any pension plan, bonus plan or any other benefit plan. _____ and the workers furnished by _____ shall not be entitled to any fringe benefits or similar benefits afforded to employees of HCHA. HCHA is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Section shall survive the expiration or termination of this Agreement.
- G. HCHA is not responsible to _____ or _____'s workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. **HCHA will not be responsible for overtime wages.**
2. **CHARGES.** Notwithstanding any representations in _____'s Proposal to the contrary, _____ understands and agrees that HCHA is exempt from all federal, state, and local taxes, unless otherwise stated in this Agreement. HCHA shall pay _____ (\$_____) for Salary/Wage Comparability Study Services as follows:
- _____
- _____.
3. **IMMUNITY.** Nothing in this Agreement is intended to waive HCHA's immunity.
4. **ACCESS TO RECORDS.** _____ understands and agrees to allow duly authorized representatives of HCHA, Harris County, the United States Department of

Housing and Urban Development, the Comptroller General of the United States, the United States General Accounting Office, or other local, state, and federal government representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. The right to access shall continue as long as the records are required to be maintained. _____ further understands and agrees that:

- A. HCHA shall release any and all information necessary to comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"), without the prior written consent of _____;
- B. HCHA and its Commissioners, Officers, and Employees may request advice, decisions, and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the PIA to any information or data furnished to HCHA, whether or not the same are available to the public;
- C. HCHA and its Commissioners, Officers, and Employees, shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and HCHA and its Commissioners, Officers, and Employees, shall have no liability or obligations to _____ for the disclosure to the public, or to any person or persons, of any information or data furnished to HCHA in reliance on any advice, decision, or opinion of the Attorney General. In the event HCHA receives a written request for information pursuant to the PIA that affects _____'s rights, title to, or interest in any information or data or a part thereof, furnished to HCHA by _____ under this Agreement, then HCHA will promptly notify _____ of such request. _____ may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the PIA. _____ is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the PIA. _____ is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged;
- D. _____'s e-mail addresses that are provided to HCHA, including any affiliate of HCHA, are subject to disclosure. This consent is intended to comply with the requirements of the PIA and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by _____ and agents acting on behalf of _____ and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise;
- E. _____ shall maintain all records concerning the program or project financed under this Agreement which HCHA reasonably requires for five (5) years from the termination of this Agreement unless a longer period is required under 2 C.F.R. §§ 200.300-.309, or other applicable regulations.

5. **GOVERNING FORMS.** In the event of any conflict between the terms and provisions of this Agreement, the RFP, and/or _____'s Proposal (attached as Exhibit B), this Agreement shall govern. Further, in the event of any conflict of interpretation of any part of this Agreement, the RFP, and/or _____'s Proposal, HCHA's interpretation shall govern.
6. **AMENDMENTS TO BE IN WRITING.** This Agreement may not be altered, changed, or amended except by written agreement signed by all parties.
7. **GOVERNING LAW.** Laws and regulations applicable to this Agreement include, but are not limited to, the Texas Housing Authorities Law (Chapter 392 of the Texas Local Government Code), the requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated, the requirements of Executive Orders 11625, 12432 and 12138 to implement Minority Business Enterprises (MBE) and Women's Business Enterprise (WBE) participation goals in Federal Agency Programs, and, to the extent applicable, the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency.
8. **INVOICES AND PAYMENTS.** _____ shall submit its original itemized invoices and Taxpayer Identification Number to HCHA. Notwithstanding any representations in _____'s Proposal to the contrary, HCHA shall pay _____ the maximum rate permitted by Chapter 2251 of the Texas Government Code on any past due payment not received within 30 days after the payment due date. In accordance with § 2251.043, in a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing party, which may be HCHA or _____, shall pay the reasonable attorney fees of the prevailing party.
9. **POTENTIAL CONFLICTS OF INTEREST.** _____ and all _____ personnel performing services under this Agreement shall read and be familiar with HCHA's Ethics Policy and shall refrain from any conduct that will, or may, result in the violation of the Ethics Policy by any of HCHA's Commissioners or employees. If, at any time, an actual or apparent conflict of interest arises related to the work contemplated under this Agreement, including any violation of the Ethics Policy, Consultant shall immediately disclose such conflict in writing to HCHA. This paragraph shall survive the termination of this Agreement.
10. **SCOPE.** The term of this Agreement begins on the Effective Date and ends One-Hundred, Twenty (120) calendar days from the Effective Date, but may be renewed on a month-to-month basis at the sole option of HCHA. Either party, however, in its sole discretion, may terminate this Agreement sooner with, or without, cause by providing thirty (30) days' written notice to the other.
11. The following exhibits/documents are expressly made a part of this Agreement:

Exhibit A RFP 18-02
Exhibit B _____'s Proposal, including all exhibits

_____ shall complete all required forms prior to the commencement of any work.

12. _____ shall receive payments and notices in writing at the following address:

ATTN: _____

HCHA shall receive notices in writing at the following address:

Harris County Housing Authority
8933 Interchange
Houston, Texas 77054
ATTN: Horace Allison, CEO

AGREED to on this date by:

HARRIS COUNTY HOUSING AUTHORITY

By: _____
_____, _____

By: _____
HORACE ALLISON, CEO

ATTACHMENT Q

HCHA Personnel Handbook/Policy (See HCHA website

ATTACHMENT R

Fee Proposal Form

Harris County Housing Authority

Salary/Wage Comparability Study

Request for Proposals (RFP) 18-05

Company Name _____ agrees to provide the HCHA with consulting services as delineated in RFP 18-02 For the following fees:

- | | | |
|-------------|---|----------|
| I. | Salary, Wage and Comparability Study | |
| | Lump Sum Fee | \$ _____ |
| II. | Organizational Audit | |
| | Lump Sum Fee | \$ _____ |
| III. | Compensation Incentive Plan | |
| IV. | Lump Sum Fee | \$ _____ |
| | Total Lump Sum Fee | \$ _____ |

Hourly Rate – Include an hourly rate for any additional mutually agreed upon consulting services related to but not explicitly identified in the RFP. \$ _____

Submitted by:

Company

Name: _____

Address: _____

Name of Authorized Representative: _____

Signature: _____ **Title:** _____

Date: _____