Office of the Executive Director

To: Honorable Chairperson and 
Members of the Housing Authority Commission

From: Jesy Yturralde, Acting Executive Director

Subject: Ratification of the BHA Telecommuting Policy and BHA Social Distancing Policy adopted by the BHA Acting Executive Director in response to Covid-19, and approve a resolution granting BHA Acting Executive Director authorization to set Covid-19 related Policy as deemed necessary without Board approval and providing updates to the BHA Board of Directors at each meeting for ratification.

Background

The Berkeley Housing Authority (BHA) serves some of the most vulnerable residents in Berkeley. The Novel Corona Virus (COVID-19) pandemic is impacting a wide range of local services and the elderly and disabled population that BHA serves is at particular risk. BHA is monitoring the crisis and is seeking to limit exposure for staff and tenants while still maintaining core services.

BHA Management has provided direction in a number of areas including:

- Closing the office to the public
- Suspension of face-to-face meetings
- Use of mail, email and fax as methods of submitting documents
- Implementation of a rotation work schedule
- Implementation of BHA Telecommuting Policy
- Implementation of BHA Telecommuting Agreement
- Posting of BHA Social Distancing Policy
- Preventative measures such as handwashing and availability of wipes/hand disinfectant
- Use of teleconferences during briefings and meetings
- Minimizing possible exposure of the virus to clients and inspector by temporarily halting annual inspections, allowing self-certification of re-inspections scheduled but cancelled, and continuing with move in inspections where units are generally empty.

A Notice has been posted at the entrance to the BHA office and on the BHA website informing participants, landlords, vendors, tenants, and partners to conduct business with BHA via phone and/or email.
**Status and Discussion**

In response the Governor's Executive Orders and the Shelter in Place Orders issued by the County of Alameda and City of Berkeley Health Officers, BHA staff were placed on paid furlough effective March 17, 2020. Understanding that BHA, as a public housing authority, provides an essential governmental function, staff have been recalled to work on a rotation schedule which was effective March 23, 2020. Computer VPN ("virtual private network") access was obtained for all BHA staff to allow them to work remotely from home when they are not scheduled to be in the office. Absent BHA's own Telecommuting Policy, the Acting Executive Director adopted the City of Berkeley's Telecommuting Policy (Attachment 2) and rolled out a Telecommuting Agreement to all BHA staff (Attachment 4).

On March 31st, the City of Berkeley Health Officer along with 6 other Bay Area public health jurisdictions issued a new order that includes extension of the shelter-in-place order through May 3, 2020 and a requirement for all essential businesses to implement social distancing protocols. (Attachment 5). In response to this order, BHA adopted a BHA Social Distancing Policy and posted it in various strategic locations throughout the office.

Due to the fluidity of the Covid-19 pandemic, the need to immediately address health and safety issues and timely implement local, state and federal orders and directives related thereto, staff recommends the Board delegate authority to the BHA Acting Executive Director to set Covid-19 related policies as she deems necessary, without Board approval, provided that written updates are provided to the BHA Board of Commissioners at each Board meeting or via email correspondence. Staff further recommends that the aforementioned delegation of authority commence immediately and remain in effect for the duration of the County and City of Berkeley Shelter in Place Orders, unless the Board of Commissioners otherwise reverses such delegation in its sole discretion.

**Fiscal Impacts**

There is no fiscal impact to the agency beyond what may be necessary to address an immediate crisis.

**Attachments:**

1. Resolution
2. City of Berkeley Telecommuting Policy
3. BHA Telecommuting Policy
4. BHA Telecommuting Agreement
5. March 312020 City of Berkeley Health Officer Order
6. BHA Social Distancing Policy
BERKELEY HOUSING AUTHORITY
RESOLUTION NO. 20-__

RATIFICATION OF THE BHA TELECOMMUTING POLICY, BHA TELECOMMUTING AGREEMENT, AND BHA SOCIAL DISTANCING POLICY ADOPTED BY THE BHA ACTING EXECUTIVE DIRECTOR IN RESPONSE TO THE COVID-19 PANDEMIC AND AS MANDATED BY COUNTY ORDER, AND APPROVAL OF DELEGATION OF AUTHORITY TO BHA ACTING EXECUTIVE DIRECTOR TO CREATE, IMPLEMENT AND ADMINISTER COVID-19 RELATED POLICY AND PROCEDURES AS DEEMED NECESSARY BY THE ACTING ADMINISTRATIVE DIRECTOR

WHEREAS, on March 4, 2020 the Governor of the State of California proclaimed a State of Emergency as a result of the threat of Covid 19, and issued various related Executive Orders;

WHEREAS, on March 19, 2020 the State Public Health Officer issues a State Shelter Order;

WHEREAS, on March 31, 2020 the Health Officer of the County of Alameda issued a shelter in place order, superseding its prior March 16, 2020 order, directing all individuals, businesses and governmental agencies in the County to cease non-essential functions ("Shelter in Place Order");

WHEREAS, the City of Berkeley Health Officer issued a similar shelter-in-place order relating to City operations. The City order provides that all City buildings/offices will be closed to the public, but "essential services" will continue;

WHEREAS, BHA has determined that its operations are "essential governmental functions" as that term is defined in the County's Shelter In Place Order because BHA provides affordable housing to low income persons, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;

WHEREAS, in response to the County's Shelter in Place Order, BHA employees were recalled to report to work on a rotation schedule beginning the week of March 23, 2020;

WHEREAS, all BHA employees were provided virtual private network (VPN) access to the BHA system allowing employees to work remotely from home during the days that they are not required to work in the office;

WHEREAS, the BHA Acting Executive Director adopted the City of Berkeley Telecommuting Policy attached hereto as Exhibit A and incorporated herein by this reference ("Telecommuting Policy"), absent its own policy, and issued as Telecommuting Agreement to be entered into between BHA and all BHA employees, the form of which is attached hereto as Exhibit B and incorporated herein by this reference ("Telecommuting Agreement");

WHEREAS, the BHA Acting Executive Director adopted a BHA Social Distancing Policy attached hereto as Exhibit C and incorporated herein by this reference ("Social Distancing Policy") as required under the County's new March 31, 2020 Shelter in Place Order and posted within the time period required therein;
WHEREAS, Due to the fluidity of the Covid-19 pandemic, the need to immediately address health and safety issues and timely implement local, state and federal orders and directives related thereto, staff recommends the Board of Commissioners delegate authority to the BHA Executive Director to create, execute, adopt, implement and administer any and all Covid-19 related policies and procedures as she deems necessary, without Board approval, provided written updates are provided to the BHA Board of Commissioners at each board meeting or via email correspondence; and

WHEREAS, staff further recommend that the aforementioned delegation of authority commence immediately and remain in effect for the duration of the County and City of Berkeley Shelter in Place Orders, unless the Board of Commissioners otherwise elects to reverse such delegation prior to expiration of such orders, in the Board of Commissioners sole discretion.

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE BERKELEY HOUSING AUTHORITY ("Board"), in regular session assembled on April 9, 2020, does hereby resolve, find, determine and order as follows:

1. That the recitals set forth above are true and correct and incorporated herein by this reference.
2. That the Board hereby ratifies, adopts and approves the Telecommuting Policy, Telecommuting Agreement and Social Distancing Policy, each attached hereto as Exhibits A, B, and C, respectively, and incorporated herein by this reference.
3. That the Board hereby delegates authority to the BHA Acting Executive Director to create, execute, adopt, implement and administer any and all Covid-19 related policies and procedures as she deems necessary in her discretion, without Board approval, provided written updates are submitted to the BHA Board of Commissioners at each board meeting or via email correspondence.
4. The Board hereby finds that the aforementioned delegation of authority relating to Covid-19 shall commence immediately and remain in effect for the duration of the County and City of Berkeley Shelter in Place Orders, unless the Board of Commissioners otherwise elects to reverse such delegation prior to expiration of such orders, which reversal shall be in the Board of Commissioners' sole discretion.
5. The Board hereby further ratifies, adopts any and all prior actions taken and agreements entered into by the BHA Acting Executive Director in connection with or related to Covid-19 policies.

The foregoing Resolution was adopted by the Board of the Berkeley Housing Authority on April 9, 2020 by the following vote:

Ayes:

Noes:

Absent:

Attest: ________________________________

Jesy Yturralde, Secretary
EXHIBIT A

TELECOMMUTING POLICY

(Please see Attachment 2)
EXHIBIT B

TELECOMMUTING AGREEMENT

(Please see Attachment 4)
EXHIBIT C

SOCIAL DISTANCING POLICY

(Please see Attachment 6)
CITY WORKER
REMOTE ACCESS POLICY

1. Remote access sessions into City information technology (IT) and its Cloud resources shall be approved in advance and shall only use solutions approved in advance by the City. By completing and signing a City of Berkeley Department of Information Technology Remote Access Agreement Form, City worker acknowledges that they have read this Remote Access Policy and agrees to comply with its terms and conditions.

2. Department Directors recommending remote access for their workers will inform the Director of Information Technology or their designee of any changes for their recommended employees so the specific named individuals can be removed from remote access to the City’s computer network and Cloud resources.

3. City worker agrees to abide by the following requirements when accessing the City of Berkeley network / computer systems:

3.1. Physical and Logical Security. Remote access workers will ensure the physical security for all components and devices across all places in the remote access connection workflow, ensuring the at least equivalent security standards are applied remotely as are applied internally by the City. Refer to City Administrative Regulations for further information.

3.2. Management of Connectivity. City worker will not preclude the City from verifying and maintaining data security and the hygiene of the hardware and software used, including but not limited to configuration standards for remote access, up-to-date system and application patches, device profiling and dynamic, micro-segmentation, end-point detection and response (EDR), advanced anti-malware, up-to-date antivirus, cloud-access security broker (CASB), network and access security monitoring, and data leak protection (DLP) for all components and devices across all places in the remote access connection workflow.

3.3. Encryption. City worker will be responsible for encrypting all data-at-rest on their devices and will not preclude the City from enforcing encryption of traffic and data, including log-in traffic, session traffic, and from enforcing encryption of all data-at-rest that is handled or otherwise stored (such as files) in connection with a remote access session. Employees are prohibited from using encryption tools other than those approved by the Department of Information Technology.

3.4. Access privileges, authentication, and a hierarchy of access. City worker shall: (a) specify the intended activity, (b) acknowledge that all activities conducted remotely will be in line with their normal work activities, and (c) are in accordance with all published City of Berkeley policies, rules and procedures.

3.4.1. The level of access (for example: read-only, end-user, administrator/power user) required by the City worker will be: (a) specified in their City of Berkeley Telework Application Agreement Form, and (b) reviewed and recommended by their
Department Director. All remote access using the Fortinet VPN must use the City’s centrally managed identity and access management (IAM) and multi-factor authentication (MFA/2FA) mechanisms unless exempted, in writing, by the Director of Information Technology or the Information Security Manager.

- Berkeley Police Department (BPD) remote access to their subnet must use the City’s centrally managed identity and access management (IAM) and multi-factor authentication (MFA/2FA) mechanisms.

3.5. Approved remote access users shall ensure the remote endpoint device/host that they are connecting in from is not connected to any other network at the same time, with the exception of personal networks that are under their complete control. This requirement precludes accessing the City from coffee shops and other public WiFi hotspots.

4. Approved City workers will: (a) attach a copy of their City of Berkeley Telework Application Agreement Form and (b) complete a City of Berkeley Department of Information Technology Remote Access Agreement Form.

5. Approved City workers with remote access agree to, as a condition of access, security monitoring of all components and devices across all places in the remote access connection workflow by the City of Berkeley.

6. Approved City workers with remote access agree that they shall not share the account IDs or passwords with anyone.

7. Approved City workers with remote access acknowledge that failure on their part to comply with the provisions listed herein may result in the revocation of remote access privileges to the City of Berkeley’s network and Cloud resources.
BHA TELECOMMUTING POLICY

1. Remote access sessions into Berkeley Housing Authority (BHA)/City of Berkeley information technology (COB-IT) and its Cloud resources shall be approved in advanced and shall only use solutions approved in advanced by the BHA/City of Berkeley. By completing and signing a BHA Telecommuting Agreement and/or COB-IT Remote Access Agreement Form, BHA worker acknowledges that they have read this BHA Telecommuting Policy and agrees to comply with its terms and conditions.

2. BHA Executive Director recommending remote access for BHA workers will inform the COB-IT Director or their designee of any changes for their recommended employees so the specific named individuals can be removed from remote access to the BHA/COB’s computer network and Cloud resources.

3. BHA worker agrees to abide by the following requirements when accessing the BHA/City of Berkeley network / computer systems:

3.1. **Physical and Logical Security.** Remote access workers will ensure the physical security for all components and devices across all places in the remote access connection workflow, ensuring the at least equivalent security standards are applied remotely as are applied internally by the BHA/COB.

3.2. **Management of Connectivity.** BHA worker will not preclude the BHA/COB from verifying and maintaining data security and the hygiene of the hardware and software used, including but not limited to configuration standards for remote access, up-to-date system and application patches, device profiling and dynamic, micro-segmentation, end-point detection and response (EDR), advanced anti-malware, up-to-date antivirus, cloud- access security broker (CASB), network and access security monitoring, and data leak protection (DLP) for all components and devices across all places in the remote access connection workflow.

3.3. **Encryption.** BHA worker will be responsible for encrypting all data-at-rest on their devices and will not preclude the BHA/COB from enforcing encryption of traffic and data, including log-in traffic, session traffic, and from enforcing encryption of all data-at-rest that is handled or otherwise stored (such as files) in connection with a remote access session. Employees are prohibited from using encryption tools other than those approved by the COB – IT Department.

3.4. **Access privileges, authentication, and a hierarchy of access.** BHA worker shall: (a) specify the intended activity, (b) acknowledge that all activities conducted remotely will be in line with their normal work activities, and (c) are in accordance with all published BHA/COB policies, rules and procedures.

3.4.1. The level of access (for example: read-only, end-user, administrator/power user) required by the BHA worker will be: (a) specified in their BHA Telecommuting Application Agreement Form, and (b) reviewed and recommended by their
the BHA Executive Director. All remote access using the Fortinet VPN must use the COB’s centrally managed identity and access management (IAM) and multi-factor authentication (MFA/2FA) mechanisms unless exempted, in writing, by the COB Director of Information Technology or the Information Security Manager.

3.5. Approved remote access users shall ensure the remote endpoint device/host that they are connecting from is not connected to any other network at the same time, with the exception of personal networks that are under their complete control. This requirement precludes accessing the BHA/COB from coffee shops and other public WiFi hotspots.

4. Approved BHA workers will: (a) attach a copy of their BHA Telecommuting Application Form and (b) complete a BHA Telecommuting Agreement and/or City of Berkeley Department of Information Technology Remote Access Agreement Form.

5. Approved BHA workers with remote access agree to, as a condition of access, security monitoring of all components and devices across all places in the remote access connection workflow by the BHA/COB.

6. Approved BHA workers with remote access agree that they shall not share the account IDs or passwords with anyone.

7. Approved BHA workers with remote access acknowledge that failure on their part to comply with the provisions listed herein may result in the revocation of remote access privileges to the BHA/COB’s network and Cloud resources.
Temporary Telecommuting Agreement – SPECIAL CIRCUMSTANCES

Due to the current Novel Corona Virus health crisis and Shelter in Place orders, Berkeley Housing Authority staff are required to work from home from March 23, 2020 to April 7, 2020, unless they are scheduled to work in the office or are subject to an approved leave. This Temporary Telecommuting Agreement ("Agreement") addresses the expectations and obligations of the telecommuter employee during this period.

This Agreement, effective March 23, 2020, is between _________________, an employee of the Berkeley Housing Authority ("Employee") and the Berkeley Housing Authority ("BHA"). The BHA's Acting Executive Director adopted the City of Berkeley's Telecommuting Policy as BHA's telecommuting policy. Prior to executing this Agreement, the Employee shall have reviewed the BHA's telecommuting policy which was sent to Employee via email.

Introduction

Telecommuting is a cooperative agreement jointly agreed to between Employee and his/her supervisor; no right to telecommute exists. Telecommuting is voluntary, and may be terminated at any time by either the BHA or Employee. This Agreement is not a contract of employment and may not be considered as such. All telecommuting agreements may be terminated or modified by the BHA at any time.

Telecommuting does not change the basic terms and conditions of employment with the BHA. BHA employees, including telecommuters, are subject to the BHA's employment policies as described in the Employee Handbook.

Until the Employee is notified otherwise, the Employee's workday schedule will be the same schedule in place as of the date of this Agreement when working at the BHA office located at 1936 University Avenue, Suite 150, Berkeley, CA 94704, while taking the appropriate breaks and lunch.

Telecommuting Schedule

A telecommuter's regular schedule workweek is Monday through Thursday/Friday, depending on the 9/80 work schedule.

This Agreement authorizes the Employee to telecommute from March 23, 2020 to April 7, 2020 or until a determination is made based on Federal, State, County or Local orders. Employee agrees to be accessible during regular business hours (generally between 7:30am-6:00pm) while working from his/her home office.
Employee agrees to be available to work in the office on his/her designated telecommuting days if and when recalled by the Employee's supervisor. Employee may choose to work in the office during this period and may only access the office with prior approval of his/her supervisor.

Any modifications to the telecommuting schedule as outlined above or in related documents must first be recommended by the applicable supervisor and then approved in writing by the Executive Director.

VPN access, phone calls and emails will be completed during scheduled office hours. Some work product may be performed outside of BHA's office hours, but the total time worked may not exceed the hours designated to be worked at home.

**Work Place**

The designated telecommuting location is: [Location]. Employee will not work elsewhere without prior written approval from the Executive Director.

Employee is responsible for designating and maintaining a workplace that is free from recognized hazards. Employee is also responsible for setting up and maintain an ergonomically correct workstation. Employee is required to adhere to any government orders including any Shelter in Place Order. Since the Employee is subject to the Shelter In Place order and has been provided the ability to work from home, they may only leave the approved location on Agency business if preapproved by the Executive Director.

To ensure that safe work conditions exist, the telecommuter agrees that the BHA may, with reasonable notice, have access to and inspect Employee’s designated workplace during the scheduled hours of work on any regularly scheduled work-day.

Employee agrees that he/she is responsible for any tax implications related to his/her designated telecommuting location, including, but not limited to, Employee’s home work space.

**Equipment and Expenses**

In emergency circumstances where BHA-provided laptop is not available to staff, employee may be authorized to use his/her own laptop or PC for usual and customary work. BHA will not provide printers or other equipment beyond laptops to employees that telecommute unless an exception is granted by the Executive Director in writing. Documents must be saved in the G or I drive accessible via VPN.

Supplies for maintenance of, and service for home equipment are the financial responsibility of the Employee, unless otherwise agreed to by Employee and his/her supervisor in writing.
Employee shall be responsible if any BHA equipment provided is lost or damaged by the negligence or fault of the Employee, and Employee is prohibited from tampering with any software, firmware or hardware provided by BHA or loaded on BHA’s equipment or loaded onto the Employee’s personal mobile devices, to enable them to perform work for BHA.

The BHA shall not be liable for any loss, damage or wear of any equipment, furniture, or supplies owned by the Employee. The Employee must immediately report any damage, or issues with BHA provided equipment to the BHA Executive Director in writing.

Telecommuting expenses will be dealt with on a case-by-case basis between Employee and BHA and must be approved in advance.

Confidentiality

Employee agrees that all confidential BHA information and records that come into his/her possession or that he/she prepares are the property of the BHA. Consistent with in-office practices, Employee agrees not to disclose, either directly or indirectly, any confidential data or Agency records except as required in the course of his/her employment. Employee further agrees to take the steps necessary to insure the confidentiality of BHA and BHA client information (including, but not limited to personally identifiable information (PII) as that term is defined by HUD), including not transporting any confidential information to his/her home office, and to report any loss, damage, or unauthorized access to the BHA immediately.

Employee is expected to maintain the security and confidentiality of any non PII documents taken to work at home and will protect and maintain the security of any data belonging to BHA in whatever form the data occurs. In the event any documents are taken home, you are responsible to return to BHA office all documents and files taken to work at home as soon as expeditiously possible through the duration of the Agreement and immediately on expiration of this Agreement.

Liability for Injuries

Worker’s Compensation Insurance coverage is in effect for injuries arising out of the course and scope of employment. Employee agrees to promptly report any work related injuries to the Executive Director in writing, whether they occur in the office or while working at home.

Employee agrees that he/she will conduct all business meetings via BHA provided technology (i.e. skype), and agrees not to invite third parties to his/her home office for the purpose of conducting BHA business. Employee shall hold harmless and otherwise indemnify the BHA and its Board of Commissioners, employees, contractors and agents for any injuries that occur to third parties, including members of his/her family, arising out of related to this Agreement in any way.
Employee is expected to exercise extreme caution regarding Employee's personal safety when moving between Employee's designated work area and other parts of the designated location where Employee will be working pursuant to this Agreement. Employee shall remain liable for injuries to third persons and/or members of the Employee's family or others in, on, or around the designated telecommuting location identified in this Agreement.

Management of Telecommuting

BHA employees are being provided temporary VPN access during this emergency situation. Employee agrees to access his/her work computer as if he/she is physically in the office to accomplish his/her day-to-day work, check and respond his/her BHA voice mail and/or e-mail regularly throughout the day when telecommuting to allow for prompt communication and to avoid causing disruptions or delays to the work of other BHA employees. Employee agrees to keep the BHA office informed of his/her work schedule and whereabouts while telecommuting.

Employee agrees to use the assigned access appropriately and not for any other purpose but to perform work related tasks. Employee may obtain all needed office supplies from the office. The use of equipment, software, data, supplies and furniture, when provided by BHA for use at Employees designated telecommuting location for work as described in this Agreement is limited to use by Employee alone for purposes relating to BHA business.

Employees duties, obligations, responsibilities and conditions of employment with BHA will remain unchanged during the period of approved telecommuting. Compensation, benefits and any insurance coverage shall remain unchanged during the term of this Agreement.

Work hours, overtime compensation and vacation schedule will conform to the requirements of State and Federal law, if applicable, the Memorandum of Understandings with the following SEIU Local 1021, Local One and Unrepresented Employees, and BHA's Personnel Policy, and as provided for in this Agreement. Worker's compensation liability for job related accidents will continue during the telecommuting work hours and term of this Agreement. Requests for overtime, sick leave, vacation, or other leave must be approved pursuant to existing BHA polices.

Employee agrees to comply with all BHA rules, policies, practices, and instructions. Violation of such rules, polices etc. may result in the termination of this telecommuting Agreement and/or disciplinary action up to and including termination of employment.

Telecommuting is not designed to be a replacement for appropriate childcare. Employee, when telecommuting, will manage dependent care as well as personal business in the same manner as if he/she were working in the office. Telecommuters
are encouraged to discuss expectations of telecommuting with household members prior to commencing telecommuting.

Employee agrees to review this telecommuting Agreement with his/her supervisor and review the arrangement with his/her supervisor weekly as long as this Agreement remains in effect.

**Termination**

This Agreement may be terminated at any time by the BHA or Employee with or without cause and with or without advance notice. **Further, Employee is subject to recall to the office at any time if needed.**

**Agreement**

I understand and agree to the following terms and conditions (please initial all boxes):

- [ ] I hereby voluntarily agree to the responsibilities, terms and conditions described in this Agreement which is in effect through April 7, 2020, unless otherwise extended by BHA.
- [ ] I further understand and agree that this Agreement in no way alters the basic terms and conditions of my employment with the BHA.
- [ ] This Agreement supersedes any and all agreements, either oral or written, which may have arisen prior to the execution of this Agreement, regarding the circumstances and conditions under which I am permitted to telecommute with the BHA. Any modification of this Agreement shall be made in writing and approved by the Executive Director.
- [ ] I understand that while telecommuting, I am expected to be working for the full amount of time that I am logging on my time sheet. If I am not working, then I will be expected to use paid time available such as sick leave or vacation time. If I do not have any paid time, then I will not be paid for any hours not worked.
- [ ] My supervisor has the authority to discontinue this Agreement at any time with or without cause.
- [ ] I must regularly demonstrate the ability to work independently, communicate regularly and effectively with my manager/supervisor and other employees, and maintain a high degree of self-motivation.
- [ ] My supervisor will provide performance expectations associated with this telecommuting arrangement. I must meet these expectations along with all other expectations for the Agreement to continue.
- [ ] I can provide a work environment that is free of interruptions and distractions.
☐ I am expected to devote the same time and attention to work at a telecommuting site as I would devote if the work were performed at a BHA facility.

☐ My telecommuting worksite is safe and healthy, free from recognized hazards that are likely to cause serious injury or death and my work-station is ergonomically correct.

☐ If I use a home computer to create or store work-related documents, I will ensure those documents are kept safe and confidential.

☐ I will not share my work-related documents, passwords, etc. with anyone not authorized to receive them.

☐ It is expected that employees will not need to store work-related documents on a home computer. However, if I use a home computer to create or store work-related documents, I will comply with records retention policies related to those work documents and fully cooperate in the production of public records requested under state law. This obligation shall survive the expiration of this Temporary Telecommuting Agreement and/or my separation from employment with BHA.

☐ Should workplace documents stored on my home computer become subject to production for any reason, I will fully cooperate with BHA in producing documents or other lawful requests. This obligation shall survive the expiration of this Telecommuting Agreement and/or my separation from employment with BHA.

☐ I have no entitlement to telecommute and I do not acquire such a right by being provided the opportunity to telecommute for any period of time.

☐ I cannot grieve the decision of my supervisor to not grant, not renew, or revoke the opportunity to telecommute.

I have read, understood, and agree to the above and all other terms and conditions contained in this Temporary Telecommuting Agreement. I understand and accept the performance expectations and rules identified by my supervisor. Questions about this Agreement and arrangements should be directed to my supervisor. I will abide by BHA's telecommuting policy. My signature below signifies my understanding, agreement, and acceptance.

EMPLOYEE

By: __________________________
(Signature)

Name: __________________________ Date: __________________________

(Print Name)
Supervisor Review and Recommendation

_________________________  Date:________________________
Supervisor Signature

_________________________
(Print Name)

Executive Director Approval

_________________________  Date:________________________
Executive Director Signature
ORDER OF THE HEALTH OFFICER OF THE CITY OF BERKELEY DIRECTING ALL INDIVIDUALS LIVING IN THE CITY TO CONTINUE SHELTERING AT THEIR PLACE OF RESIDENCE EXCEPT FOR ESSENTIAL NEEDS; CONTINUING TO EXEMPT HOMELESS INDIVIDUALS FROM THE ORDER BUT URGING GOVERNMENT AGENCIES TO PROVIDE THEM SHELTER AND HAND SANITATION FACILITIES; RESTRICTING ACCESS TO RECREATION AREAS; REQUIRING ESSENTIAL BUSINESSES TO IMPLEMENT SOCIAL DISTANCING PROTOCOLS; CLARIFYING AND FURTHER LIMITING ESSENTIAL BUSINESS ACTIVITIES, INCLUDING CONSTRUCTION; AND DIRECTING ALL BUSINESSES AND GOVERNMENTAL OPERATIONS TO FURTHER CEASE NON-ESSENTIAL OPERATIONS

DATE OF ORDER: MARCH 31, 2020

Please read this Order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment, or both. (California Health and Safety Code § 120295, et seq.; Cal. Penal Code §§ 69, 148(a)(1);

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, AND 120175, THE HEALTH OFFICER OF THE CITY OF BERKELEY ("HEALTH OFFICER") ORDERS:

1. This Order supersedes the March 16, 2020 Order of the Health Officer directing all individuals to shelter in place ("Prior Shelter Order"). This Order clarifies, strengthens, and extends certain terms of the Prior Shelter Order to increase social distancing and reduce person-to-person contact in order to further slow transmission of Novel Coronavirus Disease 2019 ("COVID-19"). As of the effective date and time of this Order set forth in Section 16 below, all individuals, businesses and government agencies in the City of Berkeley ("City") are required to follow the provisions of this Order.

2. The intent of this Order is to ensure that the maximum number of people shelter in their places of residence to the maximum extent feasible to slow the spread of COVID-19 and mitigate the impact on delivery of critical healthcare services to those in need. All

Order of the City Health Officer to Shelter in Place
provisions of this Order must be interpreted to effectuate this intent. Failure to comply with any of the provisions of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both.

3. All individuals currently living within the City are ordered to shelter at their place of residence. They may leave their residence only for Essential Activities, Essential Governmental Functions, Essential Travel, to work for Essential Businesses, or to perform Minimum Basic Operations for non-essential businesses, all as defined in Section 13. Individuals experiencing homelessness are exempt from this Section, but are strongly urged to obtain shelter, and governmental and other entities are strongly urged to, as soon as possible, make such shelter available and provide handwashing or hand sanitation facilities to persons who continue experiencing homelessness.

4. When people need to leave their place of residence for the limited purposes allowed in this Order, they must strictly comply with Social Distancing Requirements as defined in Section 13.k, except as expressly provided in this Order.

5. All businesses with a facility in the City, except Essential Businesses, as defined in Section 13.f, are required to cease all activities at facilities located within the City except Minimum Basic Operations, as defined in Section 13.g. For clarity, all businesses may continue operations consisting exclusively of owners, employees, volunteers, or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open. But Essential Businesses are directed to maximize the number of employees who work from home. Essential Businesses may only assign those employees who cannot perform their job duties from home to work outside the home. All Essential Businesses shall prepare, post, and implement a Social Distancing Protocol at each of their facilities at which they are maintaining operations, as specified in Section 13.h. Businesses that include an Essential Business component at their facilities alongside non-essential components must, to the extent feasible, scale down their operations to the Essential Business component only; provided, however, that mixed retail businesses that are otherwise allowed to operate under this Order may continue to stock and sell non-essential products. Essential Businesses must follow industry-specific guidance issued by the Health Officer related to COVID-19.

6. All public and private gatherings of any number of people occurring outside a single household or living unit are prohibited, except for the limited purposes expressly permitted in this Order. Nothing in this Order prohibits members of a single household or living unit from engaging in Essential Travel or Essential Activities together.

Order of the City Health Officer

to Shelter in Place

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7. All travel, including, but not limited to, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit, except Essential Travel, as defined below in Section 13.i, is prohibited. People may use public transit only for purposes of performing Essential Activities or to travel to and from work to operate Essential Businesses, maintain Essential Governmental Functions, or to perform Minimum Basic Operations at non-essential businesses. Transit agencies and people riding on public transit must comply with Social Distancing Requirements, as defined in Section 13.k, to the greatest extent feasible. This Order allows travel into or out of the City only to perform Essential Activities, operate Essential Businesses, maintain Essential Governmental Functions, or perform Minimum Basic Operations at non-essential businesses.

8. This Order is issued based on evidence of increasing occurrence of COVID-19 within the City and throughout the Bay Area, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the City places it at risk for serious health complications, including death, from COVID-19. Due to the outbreak of the COVID-19 disease in the general public, which is now a pandemic according to the World Health Organization, there is a public health emergency throughout the City. Making the problem worse, some individuals who contract the virus causing the COVID-19 disease have no symptoms or have mild symptoms, which means they may not be aware they carry the virus and are transmitting it to others. Because even people without symptoms can transmit the infection, and because evidence shows the infection is easily spread, gatherings and other interpersonal interactions can result in preventable transmission of the virus. This public health emergency has substantially worsened since the City issued the Prior Shelter Order on March 16, 2020, with a significant escalation in the number of positive cases, hospitalizations, and deaths, and increasing strain on health care resources. At the same time, evidence suggests that the restrictions on mobility and social distancing requirements imposed by the Prior Shelter Order are slowing the rate of increase in community transmission and confirmed cases by limiting interactions among people, consistent with scientific evidence of the efficacy of similar measures in other parts of the country and world. The scientific evidence shows that at this stage of the emergency, it remains essential to continue to slow virus transmission as much as possible to protect the most vulnerable, to prevent the health care system from being overwhelmed, and to prevent deaths. Extension of the Prior Shelter Order and strengthening of its restrictions are necessary to further reduce the spread of the COVID-19 disease, preserving critical and limited healthcare capacity in the City and advancing toward a point in the public health emergency where transmission can be controlled.

9. This Order is also issued in light of the existence, as of March 29, 2020, of 19 cases of COVID-19 in the City, as well as at least 2,092 confirmed cases (up from 258 confirmed
cases on March 15, 2020, just before the Prior Shelter Order) and at least 51 deaths (up from three deaths on March 15, 2020) in the seven Bay Area jurisdictions jointly issuing this Order, including a significant and increasing number of suspected cases of community transmission and likely further significant increases in transmission. This Order is necessary to slow the rate of spread, and the Health Officer will re-evaluate it as further data becomes available.

10. This Order is issued in accordance with, and incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom, the March 3, 2020 Proclamation by the Director of Emergency Services Declaring the Existence of a Local Emergency in the City, the March 10, 2020 Resolution of the City Council Ratifying the Declaration of a Local Health Emergency.

11. This Order is issued in light of evidence that the Prior Shelter Order has been generally effective in increasing social distancing, but that at this time additional restrictions are necessary to further mitigate the rate of transmission of COVID-19, to prevent the health care system from being overwhelmed, and prevent death. This Order comes after the release of substantial guidance from the City Health Officer, the Centers for Disease Control and Prevention, the California Department of Public Health, and other public health officials throughout the United States and around the world, including an increasing number of orders imposing similar social distancing requirements and mobility restrictions to combat the spread and harms of COVID-19. The Health Officer will continue to assess the quickly evolving situation and may modify or extend this Order, or issue additional Orders, related to COVID-19, as changing circumstances dictate.

12. This Order is also issued in light of the March 19, 2020 Order of the State Public Health Officer (the “State Shelter Order”), which set baseline statewide restrictions on non-residential business activities effective until further notice, as well as the Governor’s March 19, 2020 Executive Order N-33-20 directing California residents to follow the State Shelter Order. The State Shelter Order was complementary to the Prior Shelter Order. This Order adopts in certain respects more stringent restrictions addressing the particular facts and circumstances in this City, which are necessary to control the public health emergency as it is evolving within the City and the Bay Area. Without this tailored set of restrictions that further reduces the number of interactions between persons, scientific evidence indicates that the public health crisis in the City will worsen to the point at which it may overtake available health care resources within the City and increase the death rate. Also, this Order enumerates additional restrictions on non-work-related travel not covered by the State Shelter Order, including limiting such travel to performance of Essential Travel or Essential Activities; sets forth mandatory Social Distancing Requirements for all individuals in the City when engaged in activities outside their residences; and adds a mechanism to ensure that Essential Businesses comply with
the Social Distancing Requirements. Where a conflict exists between this Order and any state public health order related to the COVID-19 pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080 and the Health Officer Practice Guide for Communicable Disease Control in California, except where the State Health Officer may issue an order expressly directed at this Order and based on a finding that a provision of this Order constitutes a menace to public health, any more restrictive measures in this Order continue to apply and control in this City.


a. For the purposes of this Order, individuals may leave their residence only to perform the following “Essential Activities.” But people at high risk of severe illness from COVID-19 and people who are sick are strongly urged to stay in their residence to the extent possible, except as necessary to seek or provide medical care or Essential Governmental Functions. Essential Activities are:

i. To engage in activities or perform tasks important to their health and safety, or to the health and safety of their family or household members (including pets), such as, by way of example only and without limitation, obtaining medical supplies or medication, or visiting a health care professional.

ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products, products needed to work from home, or products necessary to maintain the habitability, sanitation, and operation of residences.

iii. To engage in outdoor recreation activity, including, by way of example and without limitation, walking, hiking, bicycling, and running, in compliance with Social Distancing Requirements and with the following limitations:

1. Outdoor recreation activity at parks, beaches, and other open spaces must be in conformance with any restrictions on access and use established by the Health Officer, government, or other entity that manages such area to reduce crowding and risk of transmission of COVID-19. Such restrictions may include, but are not limited to, restricting the number of entrants, closing the area to vehicular access and parking, or closure to all public access;

2. Use of recreational areas with high-touch equipment or that encourage gathering, including, but not limited to, playgrounds,
outdoor gym equipment, picnic areas, dog parks, and barbecue areas, is prohibited outside of residences, and all such areas shall be closed to public access including by signage and, as appropriate, by physical barriers;

3. Use of shared facilities for recreational activities outside of residences, including, but not limited to, golf courses, tennis and pickle ball courts, rock parks, climbing walls, pools, spas, shooting and archery ranges, gyms, disc golf, and basketball courts is prohibited and those areas must be closed for recreational purposes, including by signage and, as appropriate, by physical barriers. Such facilities may be repurposed during the emergency to provide essential services needed to address the COVID-19 pandemic; and

4. Sports or activities that include the use of shared equipment may only be engaged in by members of the same household or living unit.

iv. To perform work for an Essential Business or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations, as defined in this Section.

v. To provide necessary care for a family member or pet in another household who has no other source of care.

vi. To attend a funeral with no more than 10 individuals present.

vii. To move residences, but only if it is not possible to defer an already planned move, if the move is necessitated by safety, sanitation, or habitability reasons, or if the move is necessary to preserve access to shelter. When moving into or out of the Bay Area region, individuals are strongly urged to quarantine for 14 days. To quarantine, individuals should follow the guidance of the United States Centers for Disease Control and Prevention.

b. For the purposes of this Order, individuals may leave their residence to work for, volunteer at, or obtain services at “Healthcare Operations,” including, without limitation, hospitals, clinics, COVID-19 testing locations, dentists, pharmacies, blood banks and blood drives, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, home healthcare services providers, mental health providers, or any related and/or ancillary healthcare services. “Healthcare Operations” also includes veterinary care and all healthcare services provided to animals. This exemption for Healthcare Operations shall be construed broadly to avoid any interference with the delivery of healthcare, broadly defined. “Healthcare Operations” excludes fitness and exercise gyms and similar facilities.
c. For the purposes of this Order, individuals may leave their residence to provide any services or perform any work necessary to the operation and maintenance of “Essential Infrastructure,” including airports, utilities (including water, sewer, gas, and electrical), oil refining, roads and highways, public transportation, solid waste facilities (including collection, removal, disposal, and processing facilities), cemeteries, mortuaries, crematoriums, and telecommunications systems (including the provision of essential global, national, and local infrastructure for internet, computing services, business infrastructure, communications, and web-based services).

d. For the purposes of this Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel, and others who need to perform essential services are categorically exempt from this Order to the extent they are performing those essential services. Further, nothing in this Order shall prohibit any individual from performing or accessing “Essential Governmental Functions,” as determined by the governmental entity performing those functions in the City. Each governmental entity shall identify and designate appropriate employees, volunteers, or contractors to continue providing and carrying out any Essential Governmental Functions, including the hiring or retention of new employees or contractors to perform such functions. Each governmental entity and its contractors must employ all necessary emergency protective measures to prevent, mitigate, respond to and recover from the COVID-19 pandemic, and all Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements to the greatest extent feasible.

e. For the purposes of this Order, a “business” includes any for-profit, non-profit, or educational entity, whether a corporate entity, organization, partnership or sole proprietorship, and regardless of the nature of the service, the function it performs, or its corporate or entity structure.

f. For the purposes of this Order, “Essential Businesses” are:
   i. Healthcare Operations and businesses that operate, maintain, or repair Essential Infrastructure;
   ii. Grocery stores, certified farmers’ markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of unprepared food, canned food, dry goods, non-alcoholic beverages, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, as well as hygienic products and household consumer products necessary for personal hygiene or the habitability,
sanitation, or operation of residences. The businesses included in this subparagraph (ii) include establishments that sell multiple categories of products provided that they sell a significant amount of essential products identified in this subparagraph, such as liquor stores that also sell a significant amount of food.

iii. Food cultivation, including farming, livestock, and fishing;
iv. Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
v. Construction, but only of the types listed in this subparagraph below:
   1. Projects immediately necessary to the maintenance, operation or repair of Essential Infrastructure;
   2. Projects associated with Healthcare Operations, including creating or expanding Healthcare Operations, provided that such construction is directly related to the COVID-19 response;
   3. Affordable housing that is or will be income-restricted, including multi-unit or mixed-use developments containing at least 10% income-restricted units;
   4. Public works projects if specifically designated as an Essential Governmental Function by the lead governmental agency;
   5. Shelters and temporary housing, but not including hotels or motels;
   6. Projects immediately necessary to provide critical non-commercial services to individuals experiencing homelessness, elderly persons, persons who are economically disadvantaged, and persons with special needs;
   7. Construction necessary to ensure that existing construction sites that must be shut down under this Order are left in a safe and secure manner, but only to the extent necessary to do so; and
   8. Construction or repair necessary to ensure that residences and buildings containing Essential Businesses are safe, sanitary, or habitable to the extent such construction or repair cannot reasonably be delayed;

vi. Newspapers, television, radio, and other media services;
vii. Gas stations and auto-supply, auto-repair (including, but not limited to, for cars, trucks, motorcycles and motorized scooters), and automotive dealerships, but only for the purpose of providing auto-supply and auto-repair services (and not, by way of example, car sales or car washes). This subparagraph (vii) does not restrict the on-line purchase of automobiles if they are delivered to a residence or Essential Business;

viii. Bicycle repair and supply shops;
ix. Banks and related financial institutions;
x. Service providers that enable residential transactions (including rentals, leases, and home sales), including, but not limited to, real estate agents, escrow agents, notaries, and title companies, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in person visits are not allowed when the occupant is still residing in the residence);

xi. Hardware stores;

xii. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the habitability, sanitation, and operation of residences and Essential Businesses, but not for cosmetic or other purposes;

xiii. Arborists, landscapers, gardeners, and similar service professionals, but only to the limited extent necessary to maintain the habitability, sanitation, operation of businesses or residences, or the safety of residents, employees, or the public (such as fire safety or tree trimming to prevent a dangerous condition), and not for cosmetic or other purposes (such as upkeep);

xiv. Businesses providing mailing and shipping services, including post office boxes;

xv. Educational institutions—including public and private K-12 schools, colleges, and universities—for purposes of facilitating distance learning or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible;

xvi. Laundromats, drycleaners, and laundry service providers;

xvii. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free food services to students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up and take-away basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site;

xviii. Funeral home providers, mortuaries, cemeteries, and crematoriums, to the extent necessary for the transport, preparation, or processing of bodies or remains;

xix. Businesses that supply other Essential Businesses with the support or supplies necessary to operate, but only to the extent that they support or supply these Essential Businesses. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
xx. Businesses that have the primary function of shipping or delivering groceries, food, or other goods directly to residences or businesses. This exemption shall not be used to allow for manufacturing or assembly of non-essential products or for other functions besides those necessary to the delivery operation;

xxi. Airlines, taxis, rental car companies, rideshare services (including shared bicycles and scooters), and other private transportation providers providing transportation services necessary for Essential Activities and other purposes expressly authorized in this Order;

xxii. Home-based care for seniors, adults, children, and pets;

xxiii. Residential facilities and shelters for seniors, adults, and children;

xxiv. Professional services, such as legal, notary, or accounting services, when necessary to assist in compliance with non-elective, legally required activities;

xxv. Services to assist individuals in finding employment with Essential Businesses;

xxvi. Moving services that facilitate residential or commercial moves that are allowed under this Order;

xxvii. Childcare facilities providing services that enable owners, employees, volunteers, and contractors for Essential Businesses, Essential Governmental Functions, or Minimum Basic Operations to work as allowed under this Order. Children of owners, employees, volunteers, and contractors who are not exempt under this Order may not attend childcare facilities. To the extent possible, childcare facilities must operate under the following conditions:

1. Childcare must be carried out in stable groups of 12 or fewer (“stable” means that the same 12 or fewer children are in the same group each day).
2. Children shall not change from one group to another.
3. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.
4. Childcare providers shall remain solely with one group of children.

g. For the purposes of this Order, “Minimum Basic Operations” means the following activities for businesses, provided that owners, employees, and contractors comply with Social Distancing Requirements as defined this Section, to the extent possible, while carrying out such operations:

i. The minimum necessary activities to maintain and protect the value of the business’s inventory and facilities; ensure security, safety, and sanitation;
process payroll and employee benefits; provide for the delivery of existing inventory directly to residences or businesses; and related functions.

ii. The minimum necessary activities to facilitate owners, employees, and contractors of the business being able to continue to work remotely from their residences, and to ensure that the business can deliver its service remotely.

h. For the purposes of this Order, all Essential Businesses must prepare and post by no later than 11:59 p.m. on April 2, 2020 a "Social Distancing Protocol" for each of their facilities in the City frequented by the public or employees. The Social Distancing Protocol must be substantially in the form attached to this Order as Appendix A. The Social Distancing Protocol must be posted at or near the entrance of the relevant facility, and shall be easily viewable by the public and employees. A copy of the Social Distancing Protocol must also be provided to each employee performing work at the facility. All Essential Businesses shall implement the Social Distancing Protocol and provide evidence of its implementation to any authority enforcing this Order upon demand. The Social Distancing Protocol must explain how the business is achieving the following, as applicable:

i. Limiting the number of people who can enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum six-foot distance from one another at all times, except as required to complete the Essential Business activity;

ii. Where lines may form at a facility, marking six-foot increments at a minimum, establishing where individuals should stand to maintain adequate social distancing;

iii. Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g. cashiers);

iv. Providing for contactless payment systems or, if not feasible to do so, the providing for disinfecting all payment portals, pens, and styluses after each use;

v. Regularly disinfecting other high-touch surfaces; and

vi. Posting a sign at the entrance of the facility informing all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another; sneeze and cough into one's elbow; not shake hands or engage in any unnecessary physical contact.

vii. Any additional social distancing measures being implemented (see the Centers for Disease Control and Prevention’s guidance at:
i. For the purposes of this Order, “Essential Travel” means travel for any of the following purposes:
   i. Travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses, or Minimum Basic Operations.
   ii. Travel to care for any elderly, minors, dependents, or persons with disabilities.
   iii. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services.
   iv. Travel to return to a place of residence from outside the City.
   v. Travel required by law enforcement or court order.
   vi. Travel required for non-residents to return to their place of residence outside the City. Individuals are strongly encouraged to verify that their transportation out of the City remains available and functional prior to commencing such travel.
   vii. Travel to manage after-death arrangements and burial.
   viii. Travel to arrange for shelter or avoid homelessness.
   ix. Travel to avoid domestic violence or child abuse.
   x. Travel for parental custody arrangements.
   xi. Travel to a place to temporarily reside in a residence or other facility to avoid potentially exposing others to COVID-19, such as a hotel or other facility provided by a governmental authority for such purposes.

j. For purposes of this Order, “residences” include hotels, motels, shared rental units and similar facilities. Residences also include living structures and outdoor spaces associated with those living structures, such as patios, porches, backyards, and front yards that are only accessible to a single family or household unit.

k. For purposes of this Order, “Social Distancing Requirements” means:
   i. Maintaining at least six-foot social distancing from individuals who are not part of the same household or living unit;
   ii. Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that is recognized by the Centers for Disease Control and Prevention as effective in combatting COVID-19;
   iii. Covering coughs and sneezes with a tissue or fabric or, if not possible, into the sleeve or elbow (but not into hands); and
iv. Avoiding all social interaction outside the household when sick with a fever or cough. All individuals must strictly comply with Social Distancing Requirements, except to the limited extent necessary to provide care (including childcare, adult or senior care, care to individuals with special needs, and patient care); as necessary to carry out the work of Essential Businesses, Essential Governmental Functions, or provide for Minimum Basic Operations; or as otherwise expressly provided in this Order.

14. Government agencies and other entities operating shelters and other facilities that house or provide meals or other necessities of life for individuals experiencing homelessness must take appropriate steps to help ensure compliance with Social Distancing Requirements, including adequate provision of hand sanitizer. Also, individuals experiencing homelessness who are unsheltered and living in encampments should, to the maximum extent feasible, abide by 12 foot by 12 foot distancing for the placement of tents, and government agencies should provide restroom and hand washing facilities for individuals in such encampments as set forth in Centers for Disease Control and Prevention Interim Guidance Responding to Coronavirus 2019 (COVID-19) Among People Experiencing Unsheltered Homelessness (https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/unsheltered-homelessness.html).

15. Pursuant to Government Code sections 26602 and 41601 and Health and Safety Code section 101029, the Health Officer requests that the Chief of Police ensure compliance with and enforce this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both.

16. This Order shall become effective at 11:59 p.m. on March 31, 2020 and will continue to be in effect until 11:59 p.m. on May 3, 2020, or until it is extended, rescinded, superseded, or amended in writing by the Health Officer.

17. Copies of this Order shall promptly be: (1) posted at 2134 Martin Luther King Jr. Way, Berkeley, CA 94704; (2) posted on the City’s website at www.cityofberkeley.info; and (3) provided to any member of the public requesting a copy of this Order.

18. If any provision of this Order to its application to any person or circumstance is held to be invalid, the reminder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
IT IS SO ORDERED:

Lisa B. Hernandez, MD, MPH
Health Officer of the City of Berkeley

Dated: March 31, 2020

Attachments: Appendix A – Social Distancing Protocol
ORDER OF THE HEALTH OFFICER
OF THE CITY OF BERKELEY DIRECTING
ALL INDIVIDUALS LIVING IN THE CITY TO CONTINUE
SHELTERING AT THEIR PLACE OF RESIDENCE EXCEPT FOR
ESSENTIAL NEEDS; CONTINUING TO EXEMPT HOMELESS
INDIVIDUALS FROM THE ORDER BUT URGING GOVERNMENT
AGENCIES TO PROVIDE THEM SHELTER AND HAND SANITATION
FACILITIES; RESTRINGING ACCESS TO RECREATION AREAS;
REQUIRING ESSENTIAL BUSINESSES TO IMPLEMENT SOCIAL
DISTANCING PROTOCOLS; CLARIFYING AND FURTHER LIMITING
ESSENTIAL BUSINESS ACTIVITIES, INCLUDING CONSTRUCTION;
AND DIRECTING ALL BUSINESSES AND GOVERNMENTAL
OPERATIONS TO FURTHER CEASE NON-ESSENTIAL OPERATIONS

DATE OF ORDER: MARCH 31, 2020

EXHIBIT A: Social Distancing Protocol
Berkeley Housing Authority Social Distancing Protocol/Policy

Business name: Berkeley Housing Authority

Facility Address: 1936 University Avenue, Suite 150, Berkeley CA 94704

Approximate gross square footage of space open to the public: approximately 400 sq feet

Businesses must implement all applicable measures listed below, and be prepared to explain why any measure that is not implemented is inapplicable to the business.

**Signage:**

☑️ Signage at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another; sneeze and cough into a cloth or tissue or, if not available, into one’s elbow; and not shake hands or engage in any unnecessary physical contact.

☑️ Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.

**Measures To Protect Employee Health (check all that apply to the facility):**

☑️ Everyone who can carry out their work duties from home has been directed to do so, subject to rotating schedule for essential service

☑️ All employees have been told not to come to work if sick.

☑️ Symptom checks are being conducted before employees may enter the work space.

☑️ All desks or individual work stations are separated by at least six feet.

☑️ Break rooms, bathrooms, and other common areas are being disinfected frequently, on the following schedule:

- Break rooms:
- Bathrooms:
- Other (__________):

☑️ Disinfectant and related supplies are available to all employees at the following location(s): Lysol cans and wipes are available throughout the office as well as hand sanitizer dispenser in the reception area and 2 in the hallways. All staff were issued a hand sanitizer bottle for their area.

☑️ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s): Dispenser in reception area, hallway across from Finance Manager’s desk and in the back of the office.

☑️ Soap and water are available to all employees at the following location(s): In the kitchen

☐ Copies of this Protocol have been distributed to all employees.

Optional—Describe other measures:

You may contact the following person with any questions or comments about this protocol/policy:

Name: Jesy Yturralde, Acting Executive Director Phone number: (510) 981-5488