



Lori A. Cox
Agency Director

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<http://alamedasocialservices.org>

March 13, 2018

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVAL FOR SOCIAL SERVICES AGENCY TO ACCEPT AN ALLOCATION FROM OAKLAND HOUSING AUTHORITY FOR HOUSING SUPPORT SERVICES

RECOMMENDATION:

- A. Accept an allocation and authorize a new service agreement with the Oakland Housing Authority to implement the Moving to Work CalWORKs Building Bridges Program to augment CalWORKs Housing Support Program by assisting more CalWORKs families who live in Oakland and are at risk of homelessness for the term of 3/27/18 – 3/26/21, with option to extend for two (2) additional years at the discretion of the Oakland Housing Authority, for an allocation not to exceed \$5,000,000; and
- B. Delegate to the Social Services Agency Director, or designee, the authority to sign a new service agreement with Oakland Housing Authority upon review and approval by County Counsel.

SUMMARY/DISCUSSION:

This letter requests action by your Board to authorize the Social Services Agency (SSA) Director to enter into a three-year service agreement, with two additional one-year option terms, with Oakland Housing Authority (OHA) to provide local housing assistance for selected CalWORKs families who live in Oakland, in conjunction with the Housing Support Program (HSP) that currently provides services to Alameda County families that are participating in the CalWORKs program.

SSA serves residents who are on the path to economic stability through the CalWORKs HSP which provides temporary housing support for families in the CalWORKs program experiencing homelessness. The HSP is targeted specifically to families that are literally homeless (on the streets

or in shelter) or in receipt of a court ordered eviction. In Alameda County, the CalWORKs HSP is a collaboration of SSA, Community Development Agency/Housing and Community Development Department (CDA/HCD), and contracted non-profit housing services agencies. The current CalWORKs HSP provides housing search assistance, security deposit assistance and rental subsidy assistance to 12 months. SSA will partner with OHA and leverage resources to assist up to fifty CalWORKs families per month. Under the CalWORKs Building Bridges program, OHA would provide one to two years of stable housing subsidy.

SSA will provide wraparound case management services to address employment barriers and assist with access to other needed community resources. Based on funding availability, families who successfully complete the CalWORKs program and maintain their housing may be referred for eligibility screening for a Housing Choice Voucher.

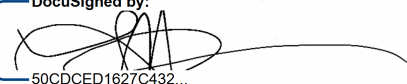
SELECTION CRITERIA/PROCESS:

On 01/22/18, The Board of Commissioners of the Housing Authority of the City of Oakland authorized the Executive Director of OHA to execute a three-year contract, with two additional, optional one-year terms with SSA to provide local housing assistance for selected CalWORKs families in an amount not to exceed \$5,000,000 over a five-year term.

FINANCING:

There is sufficient appropriation to accommodate the new contract in the FY 17/18 SSA budget. Associated appropriation and offsetting revenue from Oakland Housing Authority have been included in the FY 18/19 MOE request budget. There are no new net county costs.

Sincerely,

DocuSigned by:


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Lori A. Cox
Agency Director

ATTACHMENTS:

1. Copy of OHA Board resolution.
2. Draft of new contract between SSA and OHA

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ALAMEDA COUNTY SOCIAL SERVICES AGENCY AND THE OAKLAND HOUSING AUTHORITY FOR MTW LOCAL PROGRAM RENTAL ASSISTANCE TO SELECT CalWORKs PARTICIPANTS

This Contract is entered into as of **March 27, 2018**, by and between the OAKLAND HOUSING AUTHORITY, a public body, corporate and politic (the "Authority"), and Alameda County Social Services Agency (ACSSA), a political subdivision of the County of Alameda, ("Contractor").

RECITALS

WHEREAS, consistent with the Authority's status as a Making Transitions Work (MTW) agency, the Authority is approved by the US Department of Housing and Urban Development (HUD) to provide housing subsidy assistance outside of the traditional public housing and Section 8 programs and increase housing choice; and

WHEREAS, the Authority has adopted the Building Bridges CalWORKs Program to serve low-income formerly homeless CalWORKs program participants who might not qualify or be successful in either public housing or Section 8 programs; and

WHEREAS, on July 1, 2016, the Authority and ACSSA entered into a Memorandum of Understanding for Sharing of Information (MOU); and

WHEREAS, under the Authority's MTW CalWORKs Building Bridges Program, the Authority will provide a stable housing subsidy up to 2 years for ACSSA CalWORKs clients who are actively engaged in a plan to achieve self-sufficiency; and

WHEREAS, the average housing subsidy provided by the Authority is being budgeted at \$1,500 per month per family; and

WHEREAS, the Authority will partner with ACSSA and leverage resources to assist up to fifty (50) CalWORKs families a month; and

WHEREAS, Resolution 4789 authorized the Executive Director to execute a three-year contract, with two additional one-year Option Terms, with ACSSA to provide MTW local housing assistance for selected CalWORKs families, in an amount not to exceed \$5,000,000 over a five year term;

NOW, THEREFORE, the Authority and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described on **Exhibit A**, "Scope of Services."

2. TIME OF PERFORMANCE

A. **Initial Term.** The Initial term of this Contract will begin on March 27, 2018 and end on March 26, 2021, unless earlier terminated as provided herein.

B. **First Option Term.** The Authority, at its sole discretion, may elect to extend the term of the Contract for the period of March 26, 2021 through March 25, 2022 ("First Option Term") by giving written notice to the Contractor prior to the expiration of the Initial Term, unless earlier terminated as provided herein.

C. **Second Option Term.** The Authority, at its sole discretion, may elect to extend the term of the Contract for the period of March 26, 2022 through March 25, 2023 ("Second Option Term") by giving written notice to the Contractor prior to the expiration of the First Option Term, unless earlier terminated as provided herein.

3. FUNDING AMOUNT AND METHOD OF PAYMENT

A. Compensation.

An amount not to exceed Five-Million Dollars (\$5,000,000) over the five-year term. Payment shall be made according to the schedule and terms described item B. "Payment Schedule." All expenses of Contractor are included in the amounts payable pursuant to item B, and no expenses shall be reimbursed separately.]"

B. Disbursement of Funding. The Authority agrees to make a one-time advance payment not to exceed \$250,000 upon execution of the contract and no later than April 30, 2018. ACSSA shall submit invoices to the Authority beginning May 31, 2018, to be paid by June 30, 2018, based on the budget and on the number of households served from March 27, 2018 through April 30, 2018. Invoices shall then be submitted per "Payment Schedule" for the duration of the contract:

Invoice Period	Invoice Due to Authority	Payment Due to County
January- April	May 31 st	June 30th
May - August	September 30th	October 31st
September-December	January 31st	February 28th

A proper invoice must include: the invoice date, the contract number, the payment period, an accounting of any previous funds distributed to the County including any

unspent funds, a complete list of all households served during the billing period, and any other information or documentation required by this Contract.

A copy of the invoices submitted by the providers will be forwarded to the Authority upon receipt by ACSSA.

Upon receipt, review and approval of ACSSA's invoice, the Authority shall pay the invoice within 30 calendar days. Payment shall be made payable to the Alameda County Social Services Agency and sent to the attention of Budget Financial Services Officer (FSO) at 1111 Jackson Street, Third Floor, Oakland, CA 94607.

Use of the Authority Funds shall be restricted to direct housing subsidy costs. ACSSA shall not charge the Authority for any of its costs associated with the administration of this Contract.

C. Taxes. No payroll or employment taxes of any kind will be withheld or paid by Authority on behalf of Contractor. Authority will not treat Contractor as an employee with respect to the contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. Authority will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor for the Contract services.

D. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of Authority which exists solely for the benefit of Authority employees during the Contract Term.

E. Billings. Billings are to be directed to:

Oakland Housing Authority
Finance Department – Accounts Payable
1619 Harrison Street
Oakland, CA 94612

4. NO PERSONAL LIABILITY

No member, official or employee of the Authority shall be liable personally to Contractor or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to Contractor or any successor or on any obligation under the terms of this Contract.

5. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of the Authority.

6. HUD REQUIREMENTS

The following requirements for disbursement of Authority Funds and record keeping are required to be complied with by ACSSA in the disbursement of the Authority Funds. Contractor agrees to comply with all relevant HUD requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (10/2006), attached hereto as Exhibit C and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and Exhibit C, the provisions set forth in Exhibit C shall prevail.

7. INDEMNIFICATION

Contractor shall indemnify and hold the Authority, its members, officials, directors, employees, and agents harmless from any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which the Authority may incur as a result of (A) the improper use of the Authority Funds by ACSSA; or (B) ACSSA's failure to perform its obligations to monitor the use of the Authority Funds under this Agreement. Contractor shall pay immediately upon the Authority's demand any amounts owing under this indemnity. The duty of Contractor to indemnify includes the duty to defend the Authority in any court action, administrative action, or other proceeding brought by any third party, arising from this Agreement. Contractor's duty to indemnify shall survive the Performance Period specified in this Contract.

The Authority shall indemnify and defend the Contractor to the same extent and in the same manner as in the above indemnity provision from the consequences of an Authority act or omission involving negligence or willful misconduct in the Authority's performance of its obligations under this Contract.

8. INSURANCE

A. Contractor shall comply with the Authority's Insurance Requirements attached as Exhibit B.

B. Verification of Coverage. Contractor must furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsement may be on forms provided by the Authority. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

9. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with Authority requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements with respect to all matters covered by this Contract. Except as otherwise authorized by the Authority, such records shall be maintained for a period of four (4) years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four (4) years or until such audit findings have been resolved, whichever is later.
- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information. At such times and in such forms as the Authority may require, there shall be furnished to the Authority or its designated representative such statements, records, reports, data and information as the Authority may request pertaining to matters covered by this Contract.

10. CONFLICTS

No employee, agent, contractor, officer or official of the Authority who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "Contractor" also includes the employees, officers (including board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this section.

11. CONFIDENTIALITY/PROPERTY OF AUTHORITY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the Authority. Unless otherwise stated in the Scope of Services, all such reports,

information, data or other materials and work product shall become the property of the Authority.

12. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. Government Code Section 7550 provides in part that when the total cost for work performed for a local Authority by nonemployees of such Authority exceed Five Thousand Dollars (\$5,000), any document or written report prepared in whole or in part by nonemployees for such Authority shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

13. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES

A. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of this Contract. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

B. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law.

14. TERMINATION

Authority may, by written notice, at any time prior to the completion of the term, terminate this Contract for any reason, including, but not limited to, convenience of Authority, default by the Contractor, or circumstances beyond the control of the Contractor. In the event of such termination, Authority shall compensate the Contractor

for work completed to the satisfaction of Authority as of the date of such notice or the date of termination specified in and directed by such notice. Upon payment of the amount due, Authority shall be under no further obligation to the Contractor, financial or otherwise.

15. MISCELLANEOUS PROVISIONS

A. Notices. All notices, demands, consents, or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to the Authority: Oakland Housing Authority
1619 Harrison Street
Oakland, CA 94612

If to Contractor: Alameda County Social Services Agency
Attn: Lori A. Cox
2000 San Pablo Ave., Fourth Floor
Oakland, CA 94612

or to such other addresses as the parties may designate by notice as set forth above.

B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.
- (2) All performance and cure periods expire at 5:00 p.m., Oakland, California, time, on the applicable date.
- (3) A performance or cure date which otherwise would be a Saturday, Sunday or Authority holiday shall be extended to the next Authority working day.

C. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Authority and the Contractor. Where the term "Contractor" or "Authority" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that the Authority shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Contractor where Authority approval of a successor or assign is required by this Contract.

D. Modification, Waiver and Amendment. Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both the Authority and Contractor.

E. Entire Contract. This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and the Authority affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and the Authority with respect to the subject matter hereof.

F. Severability. If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

G. Governing Law. This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

H. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

I. Attorneys' Fees. In any action or proceeding arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

J. Authority. The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Contractor in accordance with its terms.

K. Designated Representative. The initial designated representative for the Authority for this Contract is Michelle Hasan, Director of Leased Housing. The representative for the Contractor for this Contract is Andrea Ford, Assistant Agency Director.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF the Authority and Contractor have executed this Contract as of the date first above written.

Alameda County Social Services Agency

By: _____

Lori A. Cox
Agency Director
Federal Tax Identification No. 94-6000501

OAKLAND HOUSING AUTHORITY, a public body
Corporate and politic

By: _____

Eric Johnson
Executive Director

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EXHIBIT A
Scope of Services

MTW Building Bridges CalWORKs
Program

The Oakland Housing Authority's ("the Authority") Making Transitions Work (MTW) Building Bridges CalWORKs Program is designed to address the needs of low-income formerly homeless CalWORKs (California Work Opportunity and Responsibility to Kids) program participants. The Alameda County Social Services Agency (ACSSA) administers the CalWORKs program. The CalWORKs program is an employment-based program that requires employable adults to participate in work-related activities to receive aid. CalWORKs assistance is limited to 24 months (with a maximum of 48 months) for parents of eligible minors.

Under the Authority's MTW Building Bridges Program, the Authority will provide a stable housing subsidy for up to two years for ACSSA CalWORKs clients who are housed in Oakland and actively engaged in a plan to achieve self-sufficiency. The Authority housing subsidy is available to CalWORKs families who have been housed for a minimum of three months and are current on their monthly rent payments and in compliance with CalWORKs program requirements. The Authority will pay housing subsidy to ACSSA. The program will serve a maximum of 50 households monthly.

1. Eligibility -- This program is restricted to individuals or households that meet the following eligibility criteria:

- a. No member of the household has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- b. No member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- c. No member of the household currently owes rent or other amounts to the Oakland Housing Authority in connection with Section 8 or public housing assistance who has not also entered into a re-payment plan with the Authority.
- d. The household must be comprised of U.S. citizens, U.S. nationals, or non-citizens with eligible immigration status per Section 7-11.A of the Authority's Administration Plan. If any household member does not fall into one of these categories, subsidy must be pro-rated based on the percentage of household members who are eligible.

- e. Household income must be below 50% of the Area Median Income.
- f. Household must be referred by a social worker/case manager with Alameda County Social Services Agency or approved service provider contracted with ACSSA.
- g. Household must be enrolled in the CalWORKs program for at least 3 months, and be current on rental payments.
- h. Household must be receiving case management, social and supportive services through ACSSA or service provider contracted with ACSSA.
- i. Household is not residing in subsidized housing or receiving a duplicate housing subsidy from OHA or any other Public Housing Authority.

Program Details – Services, Funders and Target Population, Total number of clients to be served: Maximum: 50 per month

Services/ Funder	Number Monthly Max	Target Population	Housing Subsidy
Alameda County Social Services Agency (“ACSSA”)	50	CalWORKs enrolled/housed program participants	Provide quarterly rent roll to Authority
Oakland Housing Authority (“the Authority”)	50	CalWORKs enrolled/housed program participants	Reimburse ACSSA for each enrolled/housed CalWORKs program participant not to exceed an average of \$1,500 monthly for maximum 24 months

Tenant Selection and Screening Plan: The ACSSA shall be responsible for developing a Tenant Selection and Screening Plan that will provide a summary of the procedures and policies for administration of housing subsidy assistance under Building Bridges CalWORKs.

The plan, which shall be revised and updated as needed, requires approval by the Authority.

1. Tenant Selection: The ACSSA shall be responsible for the selection of eligible households for this program. Only Social Worker or service providers designated by the ACSSA shall be eligible to make referrals for housing subsidy assistance under this program.
2. Determining Eligibility: The Authority shall have responsibility for determining the eligibility of applicants based on the eligibility criteria in Sections 1.a, 1.b, 1.c, 1.d., 1.e. and 1.i. The ACSSA shall have responsibility for determining eligibility of applicants for all other eligibility criteria listed in Section 1.
3. Unit Selection: The ACSSA shall be responsible for identifying the housing unit-address, owner information. The unit must meet Housing Quality Standards requirements set out in 24 Code of Federal Regulations 982.401("HQS"). No individual or household receiving subsidy under this program may rent a unit from a relative.
4. Housing Quality Standards: All housing units assisted under this agreement must comply with HQS as certified by the Authority or its designee. Copy of HQS inspection and inspection results must be maintained in ACSSA client folder and a copy submitted to OHA.
5. Housing Subsidy: The Authority will pay the housing subsidy to ACSSA. ACSSA will distribute to contracted owners. Housing subsidy cannot exceed \$1,500 per month per enrolled CalWORKs client.
6. Case Management: ACSSA will be responsible for providing and/or monitoring all case management services provided to BB CalWORKs program participants.
7. Performance Measures: The ACSSA shall be responsible for meeting the following:
 - a. Outputs:
 - i. Provide assistance to a maximum of 50 clients per month who are enrolled in the CalWORKs program.

- ii. Submit quarterly rent rolls to the Authority for reimbursement of housing subsidy.
 - iii. OHA to provide monthly subsidy for enrolled CalWORKs program participants to ACSSA.
 - iv. OHA will conduct background screening and final eligibility determination.
- b. Outcomes:
- i. At least 85% of all persons who enter the program remain housed for greater than 12 months or exit to other permanent housing.
 - ii. At least 75% of those who obtain permanent housing will maintain it for more than 12 months or will exit to other permanent housing
 - iii. At least 65% of adults who enter the program with no earned income will have some form of earned income within 12-24 months or will have applied for SSI or other fixed benefit such as veterans benefits within 6-12 months.
8. Record Keeping: The ACSSA is required to maintain a complete file for each household that receives housing subsidy assistance under this agreement and to make this information available to the Authority for review upon request. The file for each household shall include, at a minimum, the following documentation:
- a. Building Bridges (BB) CalWORKs Referral form as provided by the Authority
 - b. Certification of homelessness at admission to BB CalWORKs
 - c. Proof of eligibility for participation in the BB CalWORKs program-
 - 1. Household Income < 50% of Area Median Income
 - 2. Eligible citizenship status
 - 3. No household member falls under lifetime sex offender registration requirements
 - 4. No member convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
 - d. Documentation of household composition-(identity documents)-CA ID for adults, social security cards for all members and birth certificates for minor children

- e. Results of Housing Quality Standards inspection
- f. Subsidy determination form- Housing Support Program form
- g. Copy of Lease agreement
- h. Lead Paint Notice
- i. Copy of current OHA Authorization for Release of Information form

8. Progress Reports:

ACSSA shall submit monthly progress reports to the Authority for each report month due 30/31 days following the end of the reporting period and shall include a tally of clients participating in the program, each month's departures from the program, and year- to- date totals by provider. The ACSSA shall submit a quarterly narrative that evaluates and summarizes the program's effectiveness, including successes, changes in the population being served, strategies being considered or implemented to improve outcomes, changes to program operations, and an evaluation of the outcome measures: housing stability, housing retention, self-sufficiency, increase in wage income and access to benefits.

The ACSSA shall also provide any requested information on the progress of the program during the Authority's fiscal year, which runs July 1st to June 30th, using the performance measures stated in Section 7, to the Authority for the budgetary process and meeting of the Authority's Board of Commissioners. In addition, no later than August 30th, the ACSSA shall provide a summary evaluation report that includes totals by provider and a narrative that includes an assessment of the program's effectiveness, including successes, changes in the population being served, strategies considered and/or implemented, changes to program operations, and an evaluation of the outcome measures: housing stability, housing retention, self-sufficiency, increase in wage income and access to benefits as a whole from inception of the Authority and the ACSSA contract to the 30th day of the contract term.

9. Financial Reports:

The ACSSA shall submit reports to the Authority by the last day of the quarter to cover activities for the prior three month. The invoice must break out each month's rent roll within the quarter. Disbursement of funds are per the following schedule:

Invoice Period	Invoice Due to Authority	Payment Due to County
January- April	May 31st	June 30th
May - August	September 30th	October 31st
September-December	January 31st	February 28th

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EXHIBIT B
Insurance Requirements

Consultant/Contractor/Organization shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant/Contractor/Organizer, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Fidelity Bond appropriate to the on/off site personnel - coverage is to be endorsed to include indemnification from misconduct and dishonesty of contractor's/consultant's personnel.
6. Cyber Security Insurance coverage is to be endorsed to include indemnification from breach of contract and unauthorized client data access.

Minimum Limits of Insurance

Consultant/Contractor/Organizers shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable.)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: **\$1,000,000** per accident for bodily injury and property damage.

4. Builders Risk Insurance: **\$1,000,000** per occurrence for direct physical property damage.
5. Cyber Insurance: **\$1,000,000** per occurrence to cover both 1st and 3rd party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract.

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees and volunteers; or the Consultant/Contractor/Organizers shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability is to contain, or be endorsed to contain, the following provisions.

1. The Authority, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.
2. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the Authority.

Verification of Coverage

Consultant/Contractor shall furnish the Authority with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Oakland Housing Authority shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

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EXHIBIT C
General Conditions for Non-Construction Contracts
Section 1
HUD-5370-C (10/2006)

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**THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA**

On Motion of Commissioner: Anne Griffith

Seconded by Commissioner: Janny Castillo

And approved by the following vote:

AYES: Commissioners Griffith, Castillo, Hartwig, Jung-Lee, Griggs-Murphy, Montgomery

NAYS:

ABSTAIN:

EXCUSED: Marlene Hurd

ABSENT:

THE FOLLOWING RESOLUTION WAS ADOPTED: NUMBER: 4789

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A
THREE-YEAR CONTRACT, WITH TWO ADDITIONAL ONE-YEAR OPTION TERMS,
WITH ALAMEDA COUNTY SOCIAL SERVICES AGENCY TO PROVIDE LOCAL
HOUSING ASSISTANCE FOR SELECTED CALWORKS FAMILIES, IN AN AMOUNT
NOT TO EXCEED \$5,000,000 OVER THE FIVE-YEAR TERM**

WHEREAS, consistent with the Authority's status as an MTW agency, the Authority is approved by the US Department of Housing and Urban Development (HUD) to provide housing subsidy assistance outside of the traditional public housing and Section 8 programs and increase housing choice; and

WHEREAS, the Authority has adopted the Building Bridges CalWORKs Program to serve low-income formerly homeless CalWORKs program participants who might not qualify or be successful in either public Housing or Section 8 programs; and

WHEREAS, on January 26, 2015, the Board of Commissioners established a Special Needs Ad Hoc Committee ("Committee"); and

WHEREAS, the Committee identified two pilot programs to implement in partnership with Alameda County Social Services Agency (ACSSA): the first serving CalWORKs (California Work Opportunity and Responsibility to Kids) household participating in a short term housing support program and the second serving Emancipated Foster Youth participating in the THP+ program; and

WHEREAS, on July 1, 2016, the Authority and the Alameda County Department of Social Services entered into a Memorandum of Understanding for Sharing of Information (MOU); and

WHEREAS, during the past year, OHA staff has met with Alameda County Social Services Agency and Housing and Community and Development (HCD) staff to develop the Building Bridges CalWORKs Program; and

WHEREAS, Alameda County Social Services Agency serves residents who are on the path to economic stability through its Housing Support Program; and

WHEREAS, the Housing Support Program provides temporary housing support for families in the CalWORKs program experiencing homelessness; and

WHEREAS, CalWORKs is an employment – based program that requires employable adults to participate in work-related activities to receive aid; and

WHEREAS, CalWORKs assistance is limited to 24 months (with a maximum of 48 months) for parents of eligible minors; and

WHEREAS, in Alameda County the Housing support Program is a collaboration of the ACSSA, Housing and Community Development Department (HCD), and contracted non-profit housing services agencies ; and

WHEREAS, many families in ACSSA employment and cash benefit programs are in need of stable housing; and

WHEREAS, alleviating homelessness and providing support and services to parents will lead to stable employment, and ultimately self-sufficiency for families enrolled in the program; and

WHEREAS, ACSSA and its partners provide wraparound housing stability case management services to address employment barriers and assist with access to other needed community resources; and

WHEREAS, the current ACSSA CalWORKs housing support program can only provide temporary short term housing assistance to participants; and

WHEREAS, under the Authority's MTW CalWORKs Building Bridges Program, the Authority will provide a stable housing subsidy up to 2 years for ACSSA clients who are actively engaged in a plan to achieve self-sufficiency; and

WHEREAS, the average housing subsidy provided by the Authority is being budgeted at \$1,500 per month per family; and

WHEREAS, the Authority will partner with ACSSA and leverage resources to assist up to fifty (50) CalWORKs families a month; and

WHEREAS, all housing units subsidized through the program must meet the Housing Quality Standards (HQS) and be inspected; and

WHEREAS, based on funding availability, families who successfully complete the Building Bridges CalWORKs program and maintain their housing may be referred for eligibility screening for a Housing Choice Voucher; and

WHEREAS, the Board of Commissioners has already approved funding in its Fiscal Year 2018 Budget on May 22, 2017.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF
OAKLAND, CALIFORNIA;**

THAT, the Executive Director is hereby authorized to execute a three-year contract, with two additional one-year Option Terms, with Alameda County Social Services Agency to provide MTW local housing assistance for selected CalWORKs families, in an amount not to exceed \$5,000,000 over the five-year term; and

THAT, the Executive Director, on behalf of the Authority, is hereby authorized to take all actions necessary to implement the foregoing resolution.

I certify that the foregoing resolution is a full, true and correct copy of a resolution passed by the Commissioners of the Housing Authority of the City of Oakland, California on January 22, 2018.



Eric Johnson, Secretary / Executive Director

ADOPTED: January 22, 2018

RESOLUTION NO. 4789