



**PHONE:** (510) 747-4300  
**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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**AGENDA**                    **REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**DATE & TIME**           **Wednesday, December 15, 2021 - 7:01 PM**

**LOCATION**

Pursuant to Assembly Bill No.361 (Chapter 165, Statutes of 2021) approved by the Governor on September 16,2021) codified at Government Code Section 54953), a local legislative body is authorized to hold public meetings remotely via teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when, among other requirements, a legislative body of a local agency holds a meeting during a proclaimed state emergency, and makes the public meeting accessible “via a call-in option or an internet-based service option” to all members of the public seeking to access and attend the meeting, offer public comment, and address the legislative body.

**PUBLIC PARTICIPATION**

Public access to this meeting is available as follows:

Join Zoom Meeting:

<https://zoom.us/j/94439172029?pwd=dkIKOTRTSszQ3RlhHb1o3SIEexamIDdz09>

Meeting ID: 944 3917 2029

Passcode: 446100

Persons wishing to address the Board of Commissioners are asked to submit comments for the public speaking portion of the Agenda as follows:

- Send an email with your comment(s) to [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org) and [vcooper@alamedahsg.org](mailto:vcooper@alamedahsg.org) prior to or during the Board of Commissioners meeting
- Call and leave a message at (510) 871-7435.

When addressing the Board, on agenda items or business introduced by Commissioners, members of the public may speak for a maximum of three minutes per agenda item when the subject is before the Board.

Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-4325 (voice), TTY/TRS: 711, or [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Housing Authority of the City of Alameda Board of Commissioners to make reasonable arrangements to ensure accessibility.



PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors
2. COMMISSIONER RECUSALS
3. Public Comment (Non-Agenda)
4. CONSENT CALENDER

Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Directors or a member of the public.

- 4.A. Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on November 17, 2021.
- 4.B. Upon approval from AHA board, Authorize the Executive Director or designee to negotiate and execute a 3 year contract with Life Skills Training and Education Programs, Inc (“LifeSTEPS”) in the amount of \$1,300,000.
5. AGENDA
- 5.A. Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.
6. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
7. EXECUTIVE DIRECTOR'S COMMUNICATIONS
8. DIRECTORS COMMUNICATIONS, (Communications from the Directors)
9. ADJOURNMENT OF REGULAR MEETING

\*\*\* Note \*\*\*

Documents related to this agenda are available for public inspection and copying at the Alameda Affordable Housing Corporation office, 701 Atlantic Avenue, during normal business hours.

KNOW YOUR RIGHTS UNDER THE Ralph M. Brown Act: Government’s duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people’s review.

In order to assist the Alameda Affordable Housing Corporation’s efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Alameda Affordable Housing Corporation accommodate these individuals.



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# ALAMEDA AFFORDABLE HOUSING CORPORATION

701 Atlantic Avenue, Alameda, CA 94501

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## DRAFT MINUTES REGULAR MEETING OF THE BOARD OF DIRECTORS WEDNESDAY, NOVEMBER 17, 2021

### PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Tamaoki,  
Director Hadid, Director Mun,  
Director Rickard, and Director Sidelnikov

Absent: Director Kay

2. Public Comment (Non-Agenda)

None.

3. CONSENT CALENDER

Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Directors or a member of the public.

Director Mun requested abstention from item 3.A

\*3.A. Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on October 20, 2021.

**Items accepted or adopted are indicated by an asterisk.**

Director Tamaoki moved to approve the Consent Calendar item and Director Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	5	Director Grob, Director Tamaoki, Director Hadid, Director Rickard Director Sidelnikov
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Abstained	1	Director Mun
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4. AGENDA

4.A. Accept the Update on the Independence Plaza Refinancing Strategy (2015-2026).

Director Mun recused herself from item 4.A and left the room for this item.

Sylvia Martinez, Director of Housing Development provided a presentation that included an overview and summary of the Independence Plaza Refinance Update, noting that this presentation, and handouts of the presentation, were provided to the approximately 40 attendees of the November 17, 2021 meeting with Independence Plaza residents.

At 8:20 p.m., following the presentation, Director Grob opened the meeting for Public Comment. Hearing none, Director Grob closed Public Comment at 8:22 p.m.

In response to Director Tamaoki, Ms. Cooper stated that in response to the current market, where there is very little housing available, and the significant number of applicants, for Independence Plaza, whose income falls within the 70% AMI rate, staff is proposing to set the new move-in rents at this rate. Setting the move-in rate to 70% AMI, rather than 80% AMI, allows for income growth of the new tenants. If approved, the Board could consider setting this rate to 80% AMI next year, however, considering the welfare tax exemption, this rate does not provide a significant allowance for tenant income growth. If the Board chooses to move to market rate for new tenants, this rate will also have to be considered for long term tenants whose income is at or above 120% AMI. During the previous rent increase consideration, in order to stay within the rent control limits, set by the City, it was decided not to apply a double rent increase to these tenants. Further consideration of a possible rent increase for higher income tenants could be scheduled after the completion of this year’s annual income review.

Following further discussion regarding the possible tenant burden imposed by a rent increase, Director Tamaoki moved to approve a 3% rent increase for all tenants, effective February 1, 2022, with staff providing the Board with confirmation of the previous agreement and income data findings, for consideration of a potential second rent increase for tenants in second tier to be effective six months after the effective date of the first increase, and Director Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	5	Director Grob, Director Tamaoki, Director Hadid, Director Rickard, and Director Sidelnikov
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Recusal	1	Director Mun
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4.B. Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act



Provisions, as amended by Assembly Bill No. 361.

Director Grob moved to adopt the Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361, and Director Mun seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes            6            Director Grob, Director Tamaoki,  
Director Hadid, Director Mun,  
Director Rickard, and Director Sidelnikov

5. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None.

6. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper announced that property actions items will begin to be included on the agendas for the AAHC Board of Directors Meetings. After the transfer of the remaining properties, which is estimated to be completed in July 2022, items for existing properties will be included on the AHA BOC agendas and development items will be included on the AAHC agendas; with the exception of matters relating to Island City Development (ICD) properties.

7. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

8. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at 8:45 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Carly Grob, President  
Board of Directors





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To: Board of Directors

From: Stephanie Shipe, Director of Portfolio Management

Prepared By: Stephanie Shipe, Director of Portfolio Management

Date: December 15, 2021

Re: Upon approval from AHA board, Authorize the Executive Director or designee to negotiate and execute a 3 year contract with Life Skills Training and Education Programs, Inc (“LifeSTEPS”) in the amount of \$1,300,000.  
4.B.

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## **BACKGROUND**

In 2016 the Housing Authority of the City of Alameda (AHA) signed a three-year contract, with an option to extend for an additional two years, with LifeSTEPS. LifeSTEPS, a California 501c3, is the largest provider of social services to residents of affordable housing in California. Formed in 1996, LifeSTEPS is a statewide organization serving over 95,000 individuals living in over 36,000 units of senior, family and special needs housing. LifeSTEPS is recognized by many state housing agencies as an experienced provider of resident services in California. LifeSTEPS’ services are recognized by Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services. LifeSTEPS has proven track record of working successfully with other local housing authorities, including AHA, providing services to residents.

When the original contract was signed with LifeSTEPS, they provided one full-time social worker to provide daily social services, case management and activities for tenants at AHA-owned properties, limited phone counseling/information and referrals to tenants or clients not living at our properties as well as counseling and workshops for Family Self Sufficiency (FSS) clients on an as needed basis.

In 2018, AHA developed two Low Income Housing Tax Credit (LIHTC) communities which require specific services under the regulatory agreement and has another community coming on board mid-2022. These changes have called for increased staffing for LifeSTEPS and the AHA portfolio is now being supported by two full-time and one part-time Case Managers.



LifeSTEPS has provided services for AHA for over 5 years. AHA did an RFP for social services contract in October 2021 and received two responses – one from LifeSTEPS and one from All Administrative Solutions LLC. A panel reviewed the applications and interviewed both parties. The panel determined that LifeSTEPS was the stronger bidder.

LifeSTEPS will be available at the meeting if there are questions from the Board of Commissioners.

**DISCUSSION**

AHA is requesting Board authorization to contract with Life Skills Training and Educational Programs, Inc, “LifeSTEPS” to provide Social Services in four (4) areas including:

- Area 1 - Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
- Area 2 - Limited Additional Phone Counseling/Referrals
- Area 3 - Specialized Social Service Programs at LIHTC “Tax-Credit” Properties
- Area 4 - Counseling and workshops for Family Self Sufficiency (FSS) Clients

The total contract not to exceed amount is \$1,300,000 for the initial 3-year term. The agreement will begin January 1, 2022 and run to December 31, 2025. This initial three (3) year term is renewable for up to two (2) years in one (1) year terms.

The price structure is as follows:

<b>Description</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Daily Social Services for Tenants (Area 1 & 3 in Scope)	\$397,641	\$409,571	\$421,858	\$457,313	\$505,832
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$69.00	\$71.07	\$73.20	\$75.40	\$77.66
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$78.00	\$80.34	\$82.75	\$85.23	\$87.79

**FISCAL IMPACT**

The total annual budget for social services is \$426,509 for all properties for Area 1 and 3, including Rosefield Village which is scheduled to start lease-up mid 2022. Funds for these services will primarily come from rental income from the properties they serve. Funds are also available in the budget for Area 2 and 4.

It is important to note that although AHA is approving this master agreement, some of the services will be paid for by property budgets owned by AAHC and ICD. A similar memo is included in the budget for those properties.

**CEQA**

N/A



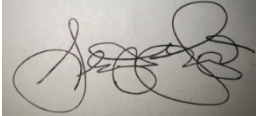
**RECOMMENDATION**

Upon approval from AHA board, Authorize the Executive Director or designee to negotiate and execute a 3 year contract with Life Skills Training and Education Programs, Inc (“LifeSTEPS”) in the amount of \$1,300,000.

**ATTACHMENTS**

1. 2022 LifeSTEPS AHA Contract

Respectfully submitted,



Stephanie Shipe, Director of Portfolio Management



## CONSULTANT SERVICES CONTRACT

**THIS CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this 1 day of January, 2022 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC., a California nonprofit corporation, whose address is 4041 Bridge Street Fair Oaks, CA 95628, (hereinafter referred to as "Consultant" or "LifeSTEPS"), is made with reference to the following:

### **RECITALS:**

A. AHA is a Housing Authority duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.

B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. AHA has determined that it requires professional services for social services.

D. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

F. AHA and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on December 31, 2024 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any

inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and AHA relies upon this representation. Consultant shall perform to the satisfaction of AHA, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to AHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of AHA.

2.4 Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

2.5 Acceptance by AHA of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

### 3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed [One Million, Three Hundred Thousand Dollars] (\$1,300,000.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date

of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to [accountspayable@alamedahsg.org](mailto:accountspayable@alamedahsg.org) or on the AHA's vendor portal.

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Stephanie Shipe

(510) 747-4310

Email: [sshipe@alamedahsg.org](mailto:sshipe@alamedahsg.org)

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

4. **ALTERATION OR CHANGES TO THE AGREEMENT.**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that AHA's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized AHA representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. **INSPECTION OF SERVICES.**

All performances under this Agreement shall be subject to inspection by AHA. Consultant shall provide adequate cooperation to AHA representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, AHA shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to AHA. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, AHA shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the

Contract Price to reflect the reduced value of the services performed or products provided. AHA may also terminate this Agreement for default and charge to Consultant any costs incurred by AHA because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit an AHA representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

**6. TIME IS OF THE ESSENCE.**

Consultant and AHA agree that time is of the essence regarding the performance of this Agreement.

**7. INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties; and Consultant shall hold AHA harmless from any and all claims that may be made against AHA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of AHA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

AHA and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

**8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold AHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**9. NON-DISCRIMINATION.**

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless AHA, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (AHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to AHA the appropriate form of dismissal relieving AHA from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and

defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the AHA harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. On or before the commencement of the terms of this Agreement, Consultant shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether AHA has received a waiver of subrogation endorsement from the Insurer.

B. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

C. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

Consultant agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. **CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of AHA who exercises any functions or responsibilities with respect to this Agreement 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 Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform AHA of all Consultant's interests, if any, which are or may be perceived as incompatible with the AHA's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to AHA employees.

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

### 13. **PROHIBITION AGAINST ASSIGNMENTS.**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from AHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to AHA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be

construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. **SUBCONTRACTOR APPROVAL.**

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of AHA. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to AHA the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of AHA, and all publication rights are reserved to AHA.

All Reports prepared by Consultant may be used by AHA in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other AHA projects as appropriate.

Consultant shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.



No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by AHA

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to AHA shall be addressed to AHA at:

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
ALAMEDA CA 94501-2161  
Attention: Stephanie Shipe, Director of Portfolio Management

All notices, demands, requests, or approvals from AHA to Consultant shall be addressed to Consultant at:

Life Skills Training and Educational Programs, Inc.  
3247 Ramos Circle  
Sacramento, CA 95827  
Attention: Beth Southern. Executive Director

19. **NO SMOKING, DRINKING OR RADIO USE.**

Consultant agrees and acknowledges that smoking, drinking alcoholic beverages, and listening to radios is prohibited at any AHA site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

## 20. **TERMINATION.**

AHA may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibit A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of AHA, then AHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by AHA. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform AHA and AHA shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by AHA for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to AHA on request; or at its option AHA may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES.**

Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with AHA on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. **Nondisclosure and Nonuse Obligation.** Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have

previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

**28.3. Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

**28.4. Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

**29. WAIVER.**

Any waiver by AHA of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of AHA to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing AHA from enforcement of the terms of this Agreement.

**30. CAPTIONS.**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement

**31. ADMINISTRATION.**

The AHA Executive Director (or designee) shall administer this Agreement on behalf of AHA and may issue all consents, approvals, directives, and agreements on behalf of AHA called for by this Agreement, except as otherwise expressly provided for in this Agreement.

**32. GENERAL.**

**32.1** The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AHA and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that AHA may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against AHA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which AHA shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives, and agents.

### 33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

33.2 Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books,



documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF AHA OFFICIALS AND EMPLOYEES.**

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

35. **ENTIRE AGREEMENT.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Copy of RFP No. SOCSER10152021.

- v. Exhibit E – Copy of consultant's Proposal/Response to RFP No. SOCSER10152021 submitted to the AHA.
- vi. Exhibit F – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

**"CONSULTANT"**

**LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC. ("LifeSTEPS")**, a California 501 c3 corporation

By: \_\_\_\_\_  
Craig Gillett  
President, LifeSTEPS

**"AHA"**

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body, corporate and politic

By: \_\_\_\_\_  
Vanessa Cooper, Executive Director

**EXHIBIT A**  
**SCOPE OF SERVICES**

(Behind this Page)

<b>Area 1</b>	Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
<b>Area 2</b>	Limited Additional Phone Counseling/Referrals
<b>Area 3</b>	Specialized Social Service Programs at LIHTC "Tax-Credit "Properties
<b>Area 4</b>	Counseling and workshops for Family Self Sufficiency (FSS) Clients
<b>Area 5</b>	HomeKey/Homeless housing Social Service Partners <i>(Consideration for Area 5 will be reviewed separately from the rest of the RFP)</i>

**Area 1. Daily Social Services for Tenants at Existing AHA/AAHC/ICD Properties**

**Staffing**

Provide a minimum of two full-time equivalents (FTE) of a licensed social worker or experienced case manager supervised by a licensed social worker on-site at 40 hours per week. Supervising staff assigned must have a minimum of 3 years case management experience in a similar setting. Bidder should assume that each employee(s) is available for 50 of 52 weeks of the year to allow for Paid Time off and describe how (limited) coverage could be provided during employee’s absences. Bid should include a supplies fee schedule and a brief description of the supplies requested and approximate monthly fees. Monthly expense receipts should be submitted with invoice to be reimbursed. The proposal should include resumes or same resumes of staff who may be assigned, including relevant experience and qualifications in the area of social services. Staff are expected to be on site for the hours as contracted in the agreement. Administrative work will be done on site, unless otherwise agreed in writing by AHA. In the event that new pandemic-related regulations or guidance come into place staff and AHA staff will meet promptly and agree in writing before staff work from home.

Population to be Served

The AHA/AAHC/ICD collectively own 668 units of affordable housing in the City of Alameda. The units are in several communities, all within four miles of each other. Depending on need, services at the following locations would include:

Property Mix						
Property	Unit Count	Year Built	Type	Property Mgt	Office Location	Monthly Minimum Hours
Anne B Diament	65	1975	Senior 62+	AHA	Community Room	26
Independence Plaza	186	1990	Senior 62+	AHA	Private	100
China Clipper	26	1964	Family	JSCO	Esperanza	8
Eagle Village	36	1983	Family	JSCO	Future Rosefield	8
Esperanza	120	1971	Family	JSCO	Private	60
Everett Commons	20	2018	Family	JSCO	Private	50
Littlejohn Commons	31	2018	Senior 62+	JSCO	Private	24
Parrot Village	50	1980	Family	JSCO	Little John Commons	36
Parrot Gardens	8	1935	Family	JSCO	Little John Commons	
Rosefield Village	92	2021	Family	JSCO	Private	160
Scattered Sites	34	Varies	Both	JSCO	Everett Commons *	50
TOTAL	668				TOTAL	476.3

Current LIHTC Specific Requirements

Littlejohn Commons

- Two half days per week to comply with Tax Credit Allocation Committee regulatory requirements regarding social services.
- Services shall include at least 67 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community-building and/or enrichment activities for residents (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.

- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

#### Everett Commons

- One half day per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services, and ten hours per week for the 5 VASH voucher holders living at the Property.
- TCAC Services shall include at least 86 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- Case management services shall include at least 10 hours per week of case management to support the 5 VASH voucher holders, as well as supporting, when necessary, other residents struggling with maintaining their housing.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Provide case management services for the 5 VASH voucher holders,

- including development and implementation of independent living plans.
- Case management services shall be provided primarily to VASH voucher holders, but also, as available, to any resident struggling to maintain stable housing, finances or health.
  - Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
  - Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
  - Respond to emergency requests during business hours, by phone if not on site.
  - Maintain weekly open office hours to provide information and referrals to other providers.
  - Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
  - Develop and build relationships with local social services providers.
  - Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
  - All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

#### Rosefield Village

- Thirty hours per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services.
- Additional 10 hours per week per TCAC Services to provide after school services to include tutoring, mentoring, homework club and art and recreation activities.
- Intensive case management is included in the thirty hours per week commitment to provide services to 18 units that are designated as extremely low income, these households will need assistance through the application process and continual case management to help obtain and maintain stable housing. Each household should be given an individual service plan based off an assessment of the client's medical, psychosocial, environmental, legal, financial, and educational strengths, needs and resources. Regular check-ins will be required after the household moves to monitor well being and stability.
- The remainder of the DSS' hours at the property will consist of providing



crisis management, mediation services, and social events for the residents.

- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

#### Activities and Services (all sites)

- Provide educational classes at each site where there is a space for classes. For family sites, classes may include but is not limited to: parenting, English as a Second Language (ESL), budgeting, healthy living, emergency preparedness, etc. For senior sites, the same types of activities could be provided plus independent living skills and light exercise or social activities.
- Provide case management services of referrals from Property Manager. Issues may include but is not limited to: assisting tenants with non-payment of rent, non-compliance with lease provisions, domestic

violence, family discord, etc.

- Prepare and distribute a monthly newsletter on social services issues.
- Respond during business hours by phone if not on site to emergency requests
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend biweekly meetings with Property Manager to discuss on-going cases and monthly meetings with owner to discuss on going cases and programming
- Make referrals to Adult Protective Services (APS) and Child Protective Services (CPS) as necessary.
- Develop and build relationships with local social services providers. Attend a monthly Alameda social services forum.
- Participate in group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrolment, access to services etc.
- Have the ability to manage other service partners and property/community resources for residents to include Alameda Food Bank, Alameda Family Services, Veterans Administration (VA), Alameda Transit District - Easy Pass Program, Boys and Girls Club, etc.
- Utilize a variety of platforms to communicate with residents including face to face meetings, phone call, email and video conferencing.
- Provide mediation to residents and management when dealing with conflict within the community.
- Attend annual fair housing training; and other training as required by the owner.
- Meet all local health ordinances and supply PPE to your team.
- Conduct annual emergency preparedness.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

#### Supportive Services (Everett Commons)

Supportive services do not have to be provided at the project site. When supportive services are provided, whether on site or not, the following conditions apply:

- Monthly outreach to participants signed up to receive these services.

- Provide case management, counseling, health care resources, psychiatric and mental health care, substance abuse treatment plans.
- Life skills, parenting skills, childcare, transportation, housing search assistance, budgeting
- Employment assistance, job training/placement
- Education, vocational opportunities

### Facilities and Equipment

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each large site.
- b) Wi-Fi access, through a hot spot or building Wi-Fi
- c) Furniture as necessary.
- d) Repayment of costs for a cellphone and a laptop (one per FTE) for assigned social workers. Must be included in the fee schedule.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract
- h) Copying/printing facilities for flyers and other activities. (Large scale copying may be offsite at the owner's discretion)
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

### **Area 2. Limited Additional Phone Counseling/Referrals**

Provide limited phone counseling/information and referrals to tenants or clients not covered in Area 1 above, generally tenant-based Section 8 voucher holders at privately owned properties subsidized by the AHA (Primarily). Case management or referral services will be provided to individuals/families upon a written referral by an AHA employee. Must be a licensed or experienced social worker.

A per hour fee should be quoted for this service (bidders may quote business hours and after-hours fees if they wish.) Typical issues are referrals to services for family discord, landlord/tenant issues, nonpayment of rent, hoarding and aging in place.

This service can only be bid on in conjunction with a bid for Area 1.

**Area 3. Specialized Social Service Programs at LIHTC “Tax-Credit Properties**

AHA currently owns 3 LIHTC buildings and plans to develop three to five more Low Income Housing Tax Credit (LIHTC) properties over the next four-five years. The expected development schedule includes the following:

Property Name and Size	Property Type	Service Begin Date
North Housing Phase (63 units)	Senior	2025
AUSD (30 Units)	Family	2026

Specific services and programs for children, families and seniors must be provided as required for projects financed through the LIHTC program. A minimum of 10 application points must be achieved for each property. The eligible services and associated point values include:

After-School Programs

- Tutoring, mentoring, homework club, and art and recreational activities
- 5 points when programs are provided weekdays throughout the school year for at least 10 hours per week.

Instructor-led Educational, Health and Wellness, and Skill-building Classes

- Financial literacy, computer training, home-buyer education, General Equivalency Degree (GED), resume building, Art/Crafts, ESL, and parenting.
- Nutrition, exercise, on-site food cultivation and preparation, smoking cessation, and other health information/awareness classes.
- 5 points for a minimum of 60 hours per year (30 hours per year at small projects). Drop-in computer labs, monitoring or technical assistance do not qualify as part of this hourly requirement.

Health and Wellness Services and Programs

Such services and programs shall provide individualized support for tenants, rather than group classes, but need not be provided by licensed individuals or organizations. The services include:

- Visiting nurses’ programs, intergenerational visiting programs, and senior companion programs.
- 5 points for a minimum of 100 hours per year per 100 bedrooms (pro-rated for smaller projects).

Services of a Licensed Service Coordinator, Social Worker or Other Specialist

Services may include:

- Providing tenants with information about available services in the community,
- Counseling and/or advocacy to tenants, such as to assist them to access education, secure employment, secure benefits, gain skills or improve health and wellness
- Organizing community-building and/or enrichment activities for tenants, including holiday events, tenant council, etc.
- 5 points per staff member; calculated at 1 FTE per 600 bedrooms (pro-rated for smaller projects)

Bid should be for each property and should include a monthly budget for supplies and a brief description of the supplies.

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each site.
- b) Wi-Fi access.
- c) Tables and chairs as necessary.
- d) Landline and computer for the social worker.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract.
- h) Copying/printing facilities for flyers and other activities.
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Will be considered as an estimate but must be bid with Areas 1 and 2 above.

#### **Area 4: Counseling and workshops for Family Self Sufficiency (FSS) Clients**

Provide monthly evening workshops on self-sufficiency (generally one hour per month plus prep time and debrief with staff). Provide limited in person or by phone counseling/information and referrals to FSS clients, if referred by AHA staff. Must be a licensed social worker. Other FSS-related social services as needed.

May be bid with or separately from Areas 1 and 2 above. A per hour fee should be quoted for this service. No additional fee will be paid for evening work.

**Area 5: HomeKey/Homeless housing Social Service Partners**  
***(Consideration for Area 5 will be reviewed separately from the rest of the RFP)***

The Housing Authority may be involved in future HomeKey developments (or similar homeless housing developments) and is looking to be able to contract with one or more providers with a minimum of three years of experience working with the HomeKey target population. Please describe your agency's experience and capacity to serve as a HomeKey (or similar) service provider, including:

- a) Number of projects/units currently served with a range of on-site and off-site supportive services to a Coordinated Entry System (CES)-eligible homeless population
- b) Provide a description of services your agency has provided for a HomeKey-eligible homeless population, i.e., mental health services, substance use disorder services, primary health, employment, case management, assistance obtaining benefits and essential documentation, education, and other tenancy support services.
- c) Please provide a sample on-site staffing plan and budget for a 50-unit development, including primary care and other needed physical health and behavioral health services as well as other tenancy supports. If you have an existing HomeKey, former Roomkey, or similar development staffing plan and budget (must be for over 30 units) this budget and staffing plan may be substituted for the sample plan as long as it is not more than 2 years old.
- d) Please indicate how many years of experience your agency has serving persons of the Homekey target population.
- e) Provide a description of experience working with 3rd party property management of supportive housing developments, including any problem-solving techniques that have been proved valuable.
- f) Include any licenses your team hold for this work.

Please note that these bids may be used to create a short list of qualified partners and that a further selection round may occur once the project/s have been identified.

**ADMINISTRATION OF THE CONTRACT**

**REPORTING (All Areas)**

Monthly usage reporting for each property separately (no later than the 20th of the following month) is required on at least the following:

- Hours at each site and total hours at all sites.
  - \* If there are months where total number of hours required in the contract are not met, these should be tracked in monthly reporting and made within 90 days. No more than a 10% negative variance will be permitted under the contract.
- Unduplicated number of persons by type of service and in total.
- Total classes held, duration and the attendance for each class. All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.
- Total number of Case Management Meetings with clients.
- How many units reached out to in a month regarding services.
- Total duplicated use (e.g., a person attending a class and receiving counseling regarding late rent paying, would be counted twice.)
- Bidder will be required to provide an annual presentation to the Board of Commissioners on outcomes and number served. Sample presentation attached for reference.
- Annual report required in January to roll up Return on Investment (ROI). Items to be include are:
  - Funds secured for residents (secure/maintain housing).
  - Resources directly distributed or connected residents (maintain stability within the home).
  - Tenure for VASH clients
  - Resident and staff success stories
  - Future goals and new program initiatives

### **INVOICING (All Areas)**

Monthly invoices for services and receipts for supplies should be billed directly to each property (all properties listed above) and submitted to the individual property management agent for processing.

For additional services contracted with the agency, such as the Family Self Sufficiency Program, invoices should be sent directly to AHA ([accountspayable@alamedahsg.org](mailto:accountspayable@alamedahsg.org)).

Payments will be sent in via ACH only.

### **RECORDS**

All records remain the property of the AHA, AAHC or ICD and must be turned over at contract termination unless they contain Personal Identifiable Information (PII) for a client who has not signed an Release of Information.



Confidentiality agreements must be signed by all staff since they will be handling confidential material and will be working in close proximity to other management staff.

*\* Follow appropriate HIPPA regulations.*

**ADDITIONAL REQUIREMENTS**

AHA residents cannot be hired for employment directly to AHA-owned properties.

**EXHIBIT B**  
**FEE SCHEDULE**

(Behind this Page)

PRICE PROPOSAL FORM - For AREA 1 ONLY					Year 1 Monthly Costs			Year 1	Year 2 w/	Year 3 w/	Year 4 w/	Year 5 w/	Total 3-year	Total 5-year
Location	Units	LIHTC	In Service	Hours/ Month	Services	Non- Services*	Total	Total Annual	% 3 Increase	% 3 Increase	% 3 Increase	% 3 Increase	Contract Amount	Contract Amount
Anne B Diamant	65		Current	26	2,460.58	27.00	2,487.58	29,850.97	30,746.50	31,668.89	32,618.96	33,597.53	92,266.36	158,482.85
Independence Plaza	186		Current	100	7,091.31	27.00	7,118.31	85,419.70	87,982.29	90,621.76	93,340.41	96,140.62	264,023.75	453,504.79
China Clipper	26		Current	8	968.03	27.00	995.03	11,940.39	12,298.60	12,667.56	13,047.59	13,439.01	36,906.55	63,393.15
Eagle Village	36		Current	8	1,350.74	27.00	1,377.74	16,532.85	17,028.84	17,539.70	18,065.89	18,607.87	51,101.39	87,775.15
Esperanza	120		Current	60	4,565.46	27.00	4,592.46	55,109.49	56,762.77	58,465.66	60,219.63	62,026.22	170,337.92	292,583.77
Everett Commons	20	Y	Current	50	3,864.00	27.00	3,891.00	46,692.00	48,092.76	49,535.54	51,021.61	52,552.26	144,320.30	247,894.17
Littlejohn Commons	31	Y	Current	24	1,611.75	27.00	1,638.75	19,665.00	20,254.95	20,862.60	21,488.48	22,133.13	60,782.55	104,404.16
Parrot Village	50		Current	36	2,192.69	27.00	2,219.69	26,636.25	27,435.34	28,258.40	29,106.15	29,979.33	82,329.99	141,415.47
Parrot Gardens	8		Current											
Rosefield Village	92	Y	2022	160	7,473.00	27.00	7,500.00	90,000.00	92,700.00	95,481.00	98,345.43	101,295.79	278,181.00	477,822.22
Scattered Sites	34		Current	4	1,274.20	27.00	1,301.20	15,614.35	16,082.78	16,565.26	17,062.22	17,574.09	48,262.39	82,898.70
<b>Totals</b>				<b>476</b>	<b>32,851.75</b>	<b>270.00</b>	<b>33,121.75</b>	<b>397,461.00</b>	<b>409,384.83</b>	<b>421,666.37</b>	<b>434,316.37</b>	<b>447,345.86</b>	<b>1,228,512.20</b>	<b>2,110,174.43</b>

**\*Non-Services Expenses Include:**

- Laptops - 1 per FTE
- Cellphone - 1 per FTE
- Office Supplies (monthly)
- Other: (please list) NONE LISTED

**EXHIBIT C**  
**INSURANCE REQUIREMENTS FOR CONSULTANTS**  
(Cyber/tech optional, not to be used for construction contracts)

Consultant 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 and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers’ Compensation**, as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual

property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
  - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the AHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
  - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information “property” of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant’s insurance broker to determine adequate coverage for Consultant.

#### **OTHER INSURANCE REQUIREMENTS:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, cover age, or other special circumstance.



**Housing  
Authority of the City of Alameda**

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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# **REQUEST FOR PROPOSALS (RFP) FOR SOCIAL SERVICES**

**Issued: October 15<sup>th</sup>, 2021**

**The Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501**

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## INTRODUCTION

The Housing Authority of the City of Alameda ("AHA") is a public body corporate and politic that was formed in 1940 to provide housing assistance to low-income families within the City of Alameda. The AHA is headed by an Executive Director (ED) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations ("CFR"), Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.), other U.S. Department of Housing and Urban Development ("HUD") rules and regulations, and AHA's Procurement Policy.

The AHA has two affiliates, Alameda Affordable Housing Corporation (AAHC) and Island City Development (ICD) and several limited partnerships. Unless otherwise stated, this solicitation is for all AHA affiliated entities.

Currently, the AHA has an Annual Contributions Contract to administer 1885 tenant-based Housing Choice Vouchers, which includes 338 Project-Based Vouchers and allocations for the Family Unification Program (FUP), the Veterans Affairs Supportive Housing (VASH), the Non-Elderly Disabled (NED), and Family Self-Sufficiency (FSS) programs.

The AHA is also tasked with housing at least 14 Shelter-Plus Care Vouchers and 30 Moderate Rehabilitation households. The AHA does not operate any Public Housing units. The AHA currently owns units but is transitioning ownership of those approximately 570 units to the Alameda Affordable Housing Corporation (AAHC), an affiliate of the AHA. The AHA manages 251 units while the remainder of the portfolio with AHA and AAHC are managed by a 3<sup>rd</sup>-party management company. The AHA currently has approximately 55 employees.

The Housing Authority of the City of Alameda, in partnership with the entire community, advocates and provides quality, affordable, safe housing; encourages self-sufficiency; and strengthens community inclusiveness and diversity in housing.

The AHA is soliciting and accepting proposals from qualified, licensed, and insured consultants or companies, demonstrating their qualifications, past performance and interest for this work. The term "Proposer" used herein shall mean proposers, partnerships, corporations, associations, or professional organizations.

Details regarding this Request for Proposals, specifications, and submittal requirements are set forth in this RFP document and any attachments or amendments to it, which can also be accessed online at [www.alamedahsg.org/working\\_with\\_us/business\\_opportunities](http://www.alamedahsg.org/working_with_us/business_opportunities). Proposals made in response to this solicitation must conform to all of the required specifications outlined within this document and any designated attachments or amendments in their entirety.

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**RFP INFORMATION AT A GLANCE**

<p><b>AHA CONTACT PERSON ("RFP MANAGER" OR "RM"):</b></p>	<p>Shekhar Dubbani                  E-MAIL: <a href="mailto:sdubbani@alamedahsg.org">sdubbani@alamedahsg.org</a>                  PHONE: (510) 747-4344                  CC to                  Stephanie Shipe                  E-MAIL: <a href="mailto:sshipe@alamedahsg.org">sshipe@alamedahsg.org</a>                  PHONE: (510) 747-4310</p>
<p><b>HOW TO OBTAIN THE RFP DOCUMENTS:</b></p>	<p>ONLINE AT:  <a href="http://WWW.ALAMEDAHSG.ORG/WORKING_WITH_US/BUSINESS_OPPORTUNITIES">WWW.ALAMEDAHSG.ORG/WORKING_WITH_US/BUSINESS_OPPORTUNITIES</a>                  OR                  VIA E-MAIL FROM THE AHA CONTACT PERSON LISTED ABOVE.</p>
<p><b>DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS (RFI) INCLUDING ANY MODIFICATIONS TO AHA CONTRACT LANGUAGE OR SCOPE OF SERVICE:</b></p>	<p><b>DEADLINE</b>  <u><b>October 29, 2021 AT 4:00 P.M.</b></u>  <b>RESPONSES TO QUESTIONS WILL BE POSTED ON THE AHA WEBSITE WITHIN THREE (3) BUSINESS DAYS.</b>  <b>BID MEETING</b>  <u><b>October 26<sup>th</sup>, 2021 AT 10:00AM</b></u>  <a href="https://us06web.zoom.us/j/83090699444?pwd=dnpFRVpGbktBWDMzRWtDZ3U5ZGVJUT09">https://us06web.zoom.us/j/83090699444?pwd=dnpFRVpGbktBWDMzRWtDZ3U5ZGVJUT09</a>  <b>INTERVIEW DATES</b>  <b>Will Occur Between:</b>  <b>November 15<sup>th</sup> – November 18<sup>th</sup>, 2021</b></p>
<p><b>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:</b></p>	<p>PER INSTRUCTIONS WITHIN SECTION 4.0 OF THIS RFP DOCUMENT, SUBMIT ONE (1) ORIGINAL ELECTRONIC PROPOSAL TO THE AHA BY THE DUE DATE.</p>
<p><b>PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:</b></p>	<p><b>November 15, 2021 AT 4:00 P.M.</b>                   PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY BY THE DUE DATE TO <a href="mailto:sdubbani@alamedahsg.org">sdubbani@alamedahsg.org</a> AND <a href="mailto:sshipe@alamedahsg.org">sshipe@alamedahsg.org</a>.</p>
<p><b>NOTE: AHA reserves the right to deviate from this timeline and/or modify the Scope of Service at any time.</b></p>	<p><b>NOTICES OF ANY SUCH DECISIONS OR MODIFICATIONS WILL BE LOCATED AT:</b>  <a href="http://WWW.ALAMEDAHSG.ORG/WORKING_WITH_US/BUSINESS_OPPORTUNITIES">WWW.ALAMEDAHSG.ORG/WORKING_WITH_US/BUSINESS_OPPORTUNITIES</a></p>

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## 1.0 AHA'S RESERVATION OF RIGHTS.

- 1.1. **Right to Reject, Waive or Terminate the RFP.** The AHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion, if deemed by the AHA to be in its best interests.
- 1.2. **Right Not to Award.** The AHA reserves the right not to award a contract pursuant to this RFP.
- 1.3. **Right to Terminate.** The AHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful Proposer(s).
- 1.4. **Right to Determine Time and Location.** The AHA reserves the right to determine the days, hours and locations that the successful Proposer shall provide services called for in this RFP.
- 1.5. **Right to Determine Financial Responsibility and Viability.** The AHA reserves the right to require of each Proposer, information regarding financial responsibility and viability or such other information as the AHA determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6. **Right to Retain Written Proposals.** The AHA reserves the right to retain all written proposals submitted to AHA by all Proposers in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. The AHA may permit the withdrawal of proposals if requested in writing by the Proposer and such request is approved in writing by the RFP Manager for this RFP in his/her sole and absolute discretion.
- 1.7. **Right to Negotiate Fees.** The AHA reserves the right to negotiate the fees proposed by the successful Proposer.
- 1.8. **No Obligation to Compensate.** The AHA shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- 1.9. **Right to Amend Prior to Award.** The AHA reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on the AHA's website [www.alamedahsg.org](http://www.alamedahsg.org) ("System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. AHA also reserves the right to amend the form of standard AHA contract any time prior to contract execution.
- 1.10. **Right to Reject Any Proposal.** The AHA reserves the right, in its sole discretion, to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to untimely, or incomplete proposals or proposals offering alternate or non-requested services.

- 1.11. Right to Prohibit Further Participation.** The AHA shall reserve the right, at any time during the RFP or contract process, to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the System and downloading this document, each Proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the System; provided however, in the event a Proposer disagrees with any of the terms contained in this RFP, a Proposer shall have the right to notify the RM in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by the AHA and ask for clarification or revision. If the RM agrees, the clarification or revision can be addressed in an addendum. Failure to abide by this time frame shall relieve the AHA, but not the Proposer, of any responsibility pertaining to such issue.
- 1.12. Public Disclosure of Proposal Documents.** To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (California Government Code Section 6250 et seq.).

## 2.0 GENERAL/ TECHNICAL SPECIFICATIONS.

The Housing Authority of the City of Alameda (AHA) is seeking proposals from qualified Proposers to provide the services listed in the scope of work set forth in Exhibit "D", attached hereto.

- 2.1. Proposed Term.** AHA anticipates that the proposed term for the proposed service will be for a period of three (3) years with the option, at the AHA's discretion, of two (2) additional one-year option periods, for a maximum total of five (5) years. HUD mandates that an individual service contract may not exceed a five (5) year term with a Public Housing Authority. (Exception: Audit services cannot exceed three (3) year terms.) AHA may elect to initially contract for a shorter period of time, with or without extensions, not to exceed five (5) years total.
- 2.2. Number of Proposers to be Selected.** The AHA will choose one (1) or more successful Proposers to provide the services contemplated in this RFP.
- 2.3. Funding.** The work to be performed upon successful award of this RFP will be funded:
- in part with [example Community Development Block Grant (CDBG) funds, HOME Investment Partnerships Program (HOME) funds, and administration funds funded under Section 8 of the Housing Act of 1937 (42 U.S.C. 1437) ("Section 8")].
  - without direct federal funding
- 2.4. Federal Requirements.** The scope of work to be performed shall be subject to the Federal requirements set forth in Exhibit "F", attached hereto.
- 2.5. Form of Contract.** By responding to this RFP and submitting a proposal, the Proposer acknowledges and agrees that in connection with this RFP, AHA may only execute a contract prepared by AHA, which is substantially approved as to form and substance by AHA. As provided further within Section 6.0 herein, the AHA WILL NOT normally execute the successful Proposer's contract form; the contract will **normally** be executed on the

AHA's form only (please see Attachment B), and all specifications listed within the subject AHA contract will generally be the same specifications listed within the Scope of Services in Section 3.0. Any Proposer that does not feel that these listed specifications are reasonable or complete shall address such with the AHA in writing at the time Proposer submits its proposal in accordance with the posted submittal deadline. Once the proposal deadline has passed, the proposer cannot request additional changes. AHA may consider, in its sole discretion, all or a portion a Proposer's alternative contract form, provided such proposed alternative contract form is submitted to AHA as part of Proposer's timely proposal response.

- 2.6. Submittal Deadline.** The AHA must receive proposals by **4:00 PM Monday, November 15, 2021**. Proposals must be submitted via email to: [sdubbani@alamedahsg.org](mailto:sdubbani@alamedahsg.org) with a copy to [sshipe@alamedahsg.org](mailto:sshipe@alamedahsg.org). Proposals submitted after the deadline indicated above and/or via an alternate delivery method other than email will not be accepted.
- 2.7. Proposal Review.** The Evaluation Committee, appointed by AHA's Executive Director or designee, will review, evaluate, rank, and select the proposals according to the scoring criteria outlined in the RFP, AHA's Procurement Policy, and HUD regulations.
- 2.8. Award.** Proposals that meet the requirements outlined in this RFP will be evaluated and ranked according to the rating and selection factors described in Section 5 below. A ranking list will be prepared according to points awarded to each proposal. The proposal scoring the highest points will be conditionally awarded the contract, pending AHA Board of Commissioners approval, if required. AHA may, in its sole and absolute discretion, select none of the proposals submitted. AHA reserves the right to postpone or cancel the final award of the proposals at its convenience.

### **3.0 SCOPE OF SERVICES.**

All Proposers are asked to describe the tasks required to successfully carry out the Scope of Services outlined in Exhibit "D", attached hereto. However, Proposer's may include additional services that the Proposer is capable of providing and which, in the Proposer's opinion, would enhance the implementation of the proposed Scope of Services. Proposers must provide pricing for any additional services presented in the proposal. Pricing for all five (5) years must be included in the proposal, including any increases, broken down by year.

### **4.0 PROPOSAL FORMAT.**

- 4.1. Proposal Submittal.** All proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. None of the proposed services may conflict with any requirement the AHA has published herein or has issued by addendum. Each proposal should include sections addressing the following information in the order shown. The Proposer should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the Proposer believes would be helpful, should be attached at the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Subsection 1.12.

Part 1 - Proposal Submittal Checklist:

The Form of Proposal Submittal Checklist is attached as Attachment A to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 2 – Form of Proposal:

The Form of Proposal is attached as Attachment B to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 3 – Profile of Proposer:

The Form of Profile of Proposer is attached as Attachment C to this RFP and incorporated herein by this reference. This 3-page form must be fully completed, executed, and submitted under this section as a part of the proposal submittal.

Part 4 – Cover Letter:

Provide a one-page cover letter on your letterhead that includes the address, telephone numbers, and e-mail address of the Proposer's contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

Part 5 – Qualifications and Experience:

Provide a statement of qualifications for your organization, a statement of the size of Proposer, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

1. How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
2. How many people in total are employed by your company? Delineate between employees and consultants.
3. If applicable, submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

Part 6 – Proposed Approach:

This section describes your proposed approach for meeting the Scope of Services required, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. Describe how you will fulfill the needs described in this RFP. Attach a project plan, if appropriate.

2. Identify how you will meet all other aspects of the Scope of Services and related requirements stated above. List any items that you cannot provide.

Part 7 – Customer Service:

1. In the event of a problem, who is to be contacted within your organization?
2. Describe your philosophy in serving vulnerable populations.
3. In the event of the identification of a problem by the AHA, describe how you will address such problems and the timeframe for addressing them.
4. In the event you have numerous responses to make to residents or applicants, how do you triage those calls?

Part 8 – Cost Analysis and Budget for Primary Services:

1. Provide an itemized budget and a detailed explanation for all costs associated with providing the requested services, including but not limited to:
  - A. Itemize and provide a proposal of costs detailed in Attachment D the Scope of Services. Use attached spreadsheet.
  - B. Is travel time to other required locations expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service. Travel must be in compliance with AHA's Travel procedures, included as Attachment F.
  - C. Include start-up costs, if any.

Part 9 – References:

List at least three (3) business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

Part 10 – Other Company Information (Optional):

The Proposer may include hereunder any other general information that it believes is appropriate to assist the AHA in its evaluation. Additional information is limited to ten (10) pages.

Part 11 – Conflict of Interest Information

Proposer must include confirmation of submission of online form. Form can be found at: <https://form.alamedahsg.org/Forms/A4Gpo>.



**If no information is to be placed under any of the above noted Sections (especially the "Optional" section), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS SECTION" or "THIS SECTION LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the sections.**

Unless the Proposer is an individual, all proposals must be signed with a proposer/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

- 4.2. Organization of Submitted Materials.** Proposers must submit one (1) original electronic proposal via email with the following guidelines: All proposals must be submitted electronically by the designated due date to [sdubbani@alamedahsg.org](mailto:sdubbani@alamedahsg.org) with a copy to [sshipe@alamedahsg.org](mailto:sshipe@alamedahsg.org). The subject line must denote the following: SOC SER10152021. The body of the e-mail must have the Proposer's name and return address. Proposals received after the published deadline will not be accepted.
- 4.3. Submission Conditions.** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the document that are submitted to the AHA by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, the AHA decides that any such entry has not changed the intent of the proposal that the AHA intended to receive, the AHA may accept the proposal and the proposal shall be considered by the AHA as if those additional marks, notations or requirements were not entered on such. By accessing the noted System, registering and downloading these documents, each prospective Proposer that does so is thereby agreeing to confirm all notices that the AHA delivers to them as instructed, and by submitting a proposal, the Proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 4.4. Submission Responsibilities.** It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the AHA, including but not limited to this RFP. By virtue of completing, signing, and submitting the completed documents, the Proposer is stating their agreement to comply with all conditions and requirements set forth within the aforementioned documents.
- 4.5. Supportive Documents.** By signing the Proposal Submittal Checklist form attached hereto as Attachment A, the Proposer is affirming that they agree to provide any documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review. If the AHA finds that a proposal is non-responsive or non-compliant with this RFP, written selection criteria and/or procedures, or applicable regulations, it will be rejected and returned to the Proposer with notification stating the reason for rejection. The AHA reserves the right to reject proposals at any time for misinformation, errors, or omissions of any kind, no matter how far they have been processed, in its sole and absolute discretion.

- 4.6. **Proprietary Information.** To the extent not prohibited by applicable law, if a Proposer does not desire certain proprietary information in their proposal disclosed, the Proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Proposer fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Notwithstanding anything to the contrary contained herein, any proposals and documents received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)
- 4.7. **Eligible to Conduct Business in California.:** All proposers shall be eligible to conduct business in the State of California and City of Alameda.
- 4.8. **Proposer's Responsibilities--Contact with the AHA:** It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to the RFP Manager only. Proposers must not make inquiry or communicate with any other AHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the AHA to not consider a proposal submittal received from any Proposer who may has not abided by this directive.
- 4.9. **Addenda:** All questions and requests for information must be addressed in writing to the RM. The RM will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e. proposers or individuals that have obtained the RFP Documents). During the RFP solicitation process, AHA staff will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the RFP are made, between the AHA and a prospective Proposer when other prospective Proposers are not present) conversations that may give one prospective Proposer an advantage over other prospective Proposers.
- 4.10. **Recap of Attachments.** It is the responsibility of each Proposer to verify that they have downloaded the following attachments pertaining to this RFP, each of which are hereby incorporated herein by this reference:

Attachment	Description
A	Proposal Submittal Checklist
B	Form of Proposal
C	Form of Profile of Proposer
D	Scope of Services
E	Sample AHA Contract (Note: This contract is being given as a sample only. AHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that are in its best interests)

<b>F</b>	Travel Accommodations Expense Requirements-Consultants
<b>G</b>	Additional Federal Requirements
<b>H</b>	If HUD funded, the HUD Forms 5369-A (Certification and Representation of Offerors Non-Construction), 5369-B (Instructions to Offerors Non-Construction) / [5369 Instructions for Bidders for Contracts (Construction)]
<b>I</b>	Conflict of Interest Information

**5.0 PROPOSAL EVALUATION. (for Areas 1 – 4)**

**5.1. Evaluation Factors.** The following factors will be utilized by the AHA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the Proposer submits within their proposal as well as the results of the follow up interview:

**A. Qualifications and Experience:**

Maximum Points: 20

As indicated under Part 5, the Proposer’s qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private agencies.

**B. Proposed Approach:**

Maximum Points: 20

As indicated under Part 6, the Proposer’s proposed approach to conducting the Scope of Work as noted in Attachment D, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services, as well as the ability to meet any required timelines or other requirements.

**C. Customer Service:**

Maximum Points: 10

As indicated under Part 7, the Proposer’s approach to customer service and coordination with the AHA.

**D. Cost Analysis and Budget for Primary Services:**

Maximum Points: 20

As indicated under Part 8, the Proposer's itemized budget and a detailed explanation for all costs associated with providing the requested services and an itemized proposal of costs.

E. **References/Interview:**

Maximum Points: 20

As indicated under Part 9, a comprehensive list of the Proposer's references for other public and private entities that it has provided these same or similar services, and that AHA may contact, the result of which will be verified and scored accordingly by the AHA.

F. **Lowest Overall Price:**

Maximum Points: 10

The Proposer with the lowest overall cost for the primary services described by this RFP will receive the maximum amount of points and the next highest Proposers will each receive a percentage thereafter.

**5.2. Evaluation Method.**

- A. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The AHA reserves the right to reject any proposals deemed by the AHA not minimally responsive (the AHA will notify such proposers in writing of any such rejection).
- B. **Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Proposer and a copy of all pertinent RFP documents.
- C. **Evaluation Committee:** The AHA anticipates that the AHA's Executive Director or designee will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP ("Evaluation Committee"). PLEASE NOTE: No Proposer shall be informed at any time during or after the RFP process as to the identity of any Evaluation Committee member. If, by chance, a Proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within this RFP, the designated RM is the only person at the AHA that the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such Proposer(s) to be eliminated from consideration for award.
- D. **Evaluation:** The selection criteria set forth in Section 5.1 herein will be used by AHA to rank and select proposals for this RFP. Each criterion is comprised of several components with an associated point value. The total points awarded to a proposal

will be the aggregate of the component subtotals for each factor. This selection provides both a summary and details of the factors and point values.

- E. **Potential "Competitive Range" or "Best and Finals" Negotiations:** The AHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2 ("HUD Procurement Handbook"), conduct a "Best and Finals" Negotiation, which may include oral interviews, with all proposers deemed to be in the competitive range. Any proposer deemed not to be in the competitive range shall be notified of such in writing by the AHA in a timely manner as possible, but in any case, no longer than 5 days after the beginning of such negotiations with the proposers deemed to be in the competitive range. The HUD Procurement Handbook can be accessed at [https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/pihh/74608](https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608).
- F. **Ties/Equal Bids:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- G. **Results of Evaluation:** Once an award is made, Proposers may request via e-mail additional information regarding the results. Requests for records are limited to those that are not privileged or confidential (i.e., no successful bidder trade secrets, financials, etcetera.)
- H. **Proposal Protest:** Any prospective or actual Proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the AHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (e.g. submitted an interest form, proposal, or questions, or attended a pre-bid meeting) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to AHA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the AHA or condition is being protested as inequitable, making where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve AHA from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The AHA has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the successful Proposer receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the RFP Manager or designee. The AHA's Executive Director, or designee, shall issue a written decision on the matter. The AHA's Executive Director, or designee, may, at his/her sole discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be submitted as outlined in Section 6.0.

## 6.0 APPEALS

- 6.1 **Submission.** All appeals shall be marked as follows and sent via e-mail the address listed below.

SUBJECT LINE: APPEAL OF RFP SOC SER10152021

EMAIL TO: sdubhani@alamedahsg.org with a copy to sshipe@alamedahsg.org.

- 6.2 **Conflict of Interest.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer entity will be excluded from participation on the AHA Evaluation Committee. Similarly, all persons having ownership interest in and/or who contract with a Proposer entity will be excluded from participation on the AHA Evaluation Committee.

## 7.0 CONTRACT AWARD.

- 7.1. **Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Proposal (Attachment B), the Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, in hard copy, including an agreement to execute the standard AHA contract form. Accordingly, the AHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses contained therein. In addition, the AHA shall not negotiate any clauses contained within any applicable HUD documents.

Depending on the amount of the award, the AHA will forward the contract or a summary to AHA's Board of Commissioners for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected Proposer.

The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the Board of Commissioners, in their sole and absolute discretion, if approval is needed. Execution of the contract documents shall constitute a written memorial thereof.

If the amount of award does not require review or approval by the AHA's Board of Commissioners, then the contract will be executed by the Executive Director or Designee.

- 7.2. **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the AHA pursuant to this RFP:

- A. **Contract Form:** The AHA will not normally execute a contract on the successful Proposer's form (see Section 2.5). Contracts will only be executed on the AHA's form (please see the Sample Contract under Attachment E), and by submitting a proposal the successful Proposer agrees to do so (please note that the AHA reserves the right to amend the AHA Sample Contract form as the AHA deems necessary). **Please note that the AHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.**

- B. **Assignment of Personnel:** The AHA shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if the AHA believes that such change is in the best interest of the AHA and the completion of the contracted work.
- C. **Unauthorized Sub-Contracting Prohibited:** The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of AHA's Executive Director or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of AHA's Executive Director or designee, shall be void and may result in the cancellation of the contract with the AHA, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; as determined by AHA's Executive Director or designee, in his/her sole and absolute discretion.
- D. **Contract Period:** The AHA anticipates that it will initially award a contract for the period of three (3) years with the option, at the AHA's discretion, of two (2) additional one-year option periods, for a maximum total of five (5) years.
- E. **Insurance Requirements:** Prior to any individual contract award (but not as a **part** of the proposal submission) the successful Proposer will be required to provide the following during the term of the contract:
- (1) **Insurance:** Consultant 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 and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.
    - **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
    - **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
    - **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less

than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.

- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
  
- **REQUIRED: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.
  
- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic



information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

- The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the AHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
- Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information “property” of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

- (2) **Additional Insured Status:** The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or

if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- (3) **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- (7) **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
- (8) **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- (9) **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- (10) **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

- F. If applicable, a copy of the Proposer's license issued by the State of California licensing authority allowing the Proposer to provide the services detailed herein.
- G. All Proposers shall be eligible to conduct business in the State of California and the City of Alameda and shall provide evidence of such eligibility if requested by AHA.

**7.3. Right to Negotiate Final Fees.** The AHA shall retain the right to negotiate the amount of fees that are paid to the successful Proposer, meaning the fees proposed by the top-rated Proposer may, at the AHA's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the AHA has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the RM successfully concluded within 5 business days, the AHA shall retain the right to end such negotiations and begin negotiations with the next-rated Proposer. The AHA shall also retain the right to negotiate with and make an award to more than one Proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

**7.4 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

**7.5 Attachments.** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

Authorization to Distribute:

\_\_\_\_\_  
Vanessa Cooper, Executive Director

\_\_\_\_\_  
Date

**ATTACHMENT A**

**“Proposal Submittal Checklist”**

**(This Form must be fully completed and placed under Part No. 1 of the proposal)**

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Proposer. Also, complete the Proposer’s Statement as noted below:

<b>X = ITEM INCLUDED</b>	<b>SUBMITTAL ITEMS</b>
	<b>Part 1 Proposal Submittal Checklist (Attachment A)</b>
	<b>Part 2 Form of Proposal (Attachment B)</b>
	<b>Part 3 Profile of Proposer Form (Attachment C)</b>
	<b>Part 4 Cover Letter</b>
	<b>Part 5 Qualifications and Experience</b>
	<b>Part 6 Proposed Approach</b>
	<b>Part 7 Customer Service</b>
	<b>Part 8 Cost Analysis and Budget for Primary Services</b>
	<b>Part 9 References</b>
	<b>Part 10 Other Company Information (Optional)</b>
	<b>Part 11 Confirmation of submission Conflict of Interest Form (Attachment I)</b>

**PROPOSER’S STATEMENT**

The undersigned Proposer hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the AHA discovers that any information entered herein to be false, such shall entitle the AHA to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, including an agreement to execute the AHA Sample Contract, attached to this RFP as Attachment D. In addition, Proposer hereby agrees to provide any additional documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the AHA with the services described herein for the fee(s) entered herein.

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<b>Signature</b>	<b>Date</b>	<b>Printed Name/Title</b>	<b>Company</b>
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**PRICE PROPOSAL FORM - For AREA 1 ONLY**

Location	Units	LIHTC	In Service	Hours/Month	Year 1		Year 1 Total Annual	Year 2 w/ % Increase	Year 3 w/ % Increase	Year 4 w/ % Increase	Year 5 w/ % Increase	Total 5-year Contract Amount
					Services	Monthly Costs Non-Services*						
AUSD	30	Y	2026	?								
Anne B Diamant	65		Current	20								
Independence Plaza	186		Current	70								
China Clipper	26		Current	10								
Eagle Village	36		Current	12								
Esperanza	120		Current	50								
Everett Commons	20	Y	Current	56								
Littlejohn Commons	31	Y	Current	48								
North Housing Phase	63	Y	2025	?								
Parrot Village	50		Current	25								
Parrot Gardens	8		Current									
Rosefield Village	92	Y	2022	40								
Scattered Sites	34		Current	12								
<b>Totals</b>												

**\*Non-Services Expenses Include:**

Laptops - 1 per FTE

Cellphone - 1 per FTE

Office Supplies (monthly)

Other: (please list)

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**ATTACHMENT C**

**“PROFILE OF PROPOSER”**

**(This Form must be fully completed and placed under Part No.3 of the proposal submittal.)**

- (1) Prime  Subcontractor  *(this form must be completed by and for each)*
- (2) Name of Proposer: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_
- (3) Street Address, City, State, Zip: \_\_\_\_\_
- (4) **Please attach a brief biography/resume of the company**, including the following information:  
Year Proposer Established; (b) Former Name and Year Established (if applicable); and  
(c) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Proposer (submit under Part 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Part 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Federal Tax ID No.: \_\_\_\_\_
- (8) State of California Business Entity Number (Secretary of State): \_\_\_\_\_
- (9) Worker’s Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (10) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (11) Professional Liability Insurance Carrier: \_\_\_\_\_



Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) Has your proposer or any member of your proposer been a part to litigation with a public entity?

- Yes  No

If yes, please include in section a full detailed explanation including dates, with who and state the circumstances and any resolution.

(13) Is your proposer currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?

- Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(14) Is your proposer currently in foreclosure or substantial tax arrears with a City/County or local jurisdiction?

- Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(15) Has, or is this proposer or any member of your proposer, currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

- Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(16) In the past 10 years, has your proposer or any member of your proposer failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

- Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(17) In the last 7 years, has your proposer filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?

- Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(18) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or City of Alameda or other fees?

- Yes
- No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(19) Does your proposer or any member of your proposer have a record of substantial Building Code Violations or litigation against properties owned by the proposer or by any entity or individual that comprises the Proposer?

- Yes
- No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(20) Has your proposer or any member of your proposer been convicted for fraud, bribery, or grand larceny?

- Yes
- No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(21) Debarred Statement: Has this proposer, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this proposer been de-designated as a developer of any government sponsored or publicly assisted project?

- Yes
- No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(22) Disclosure Statement: Does this proposer or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA?

- Yes
- No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(23) Additional clarifying information regarding questions and statements (12) through (22) – include below and/or attach related documents:

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- (24) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the AHA or any person interested in the proposed contract; and that all statements in said bid are true.
  
- (25) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the AHA discovers that any information entered herein is false, that shall entitle the AHA to not consider nor make award or to cancel any award with the undersigned party.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D**

**“Scope of Services”**

<b>Area 1</b>	Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
<b>Area 2</b>	Limited Additional Phone Counseling/Referrals
<b>Area 3</b>	Specialized Social Service Programs at LIHTC “Tax-Credit “Properties
<b>Area 4</b>	Counseling and workshops for Family Self Sufficiency (FSS) Clients
<b>Area 5</b>	HomeKey/Homeless housing Social Service Partners <i>(Consideration for Area 5 will be reviewed separately from the rest of the RFP)</i>

**Area 1. Daily Social Services for Tenants at Existing AHA/AAHC/ICD Properties**

Staffing

Provide a minimum of two full-time equivalents (FTE) of a licensed social worker or experienced case manager supervised by a licensed social worker on-site at 40 hours per week. Supervising staff assigned must have a minimum of 3 years case management experience in a similar setting. Bidder should assume that each employee(s) is available for 50 of 52 weeks of the year to allow for Paid Time off and describe how (limited) coverage could be provided during employee’s absences. Bid should include a supplies fee schedule and a brief description of the supplies requested and approximate monthly fees. Monthly expense receipts should be submitted with invoice to be reimbursed. The proposal should include resumes or same resumes of staff who may be assigned, including relevant experience and qualifications in the area of social services.

Population to be Served

The AHA/AAHC/ICD collectively own 668 units of affordable housing in the City of Alameda. The units are in several communities, all within four miles of each other. Depending on need, services at the following locations would include:

Property Mix						
Property	Unit Count	Year Built	Type	Property Mgt	Office Location	Monthly Minimum Hours
Anne B Diamant	65	1975	Senior 62+	AHA	Community Room	20
Independence Plaza	186	1990	Senior 62+	AHA	Private	70
China Clipper	26	1964	Family	JSCO	Esperanza	10
Eagle Village	36	1983	Family	JSCO	Future Rosefield	12
Esperanza	120	1971	Family	JSCO	Private	50
Everett Commons	20	2018	Family	JSCO	Private	56
Littlejohn Commons	31	2018	Senior 62+	JSCO	Private	48
Parrot Village	50	1980	Family	JSCO	Little John Commons	25
Parrot Gardens	8	1935	Family	JSCO	Little John Commons	
Rosefield Village	92	2021	Family	JSCO	Private	40
Scattered Sites	34	Varies	Both	JSCO	Everett Commons *	12
<b>TOTAL</b>	<b>668</b>				<b>TOTAL</b>	<b>139</b>

Current LIHTC Specific Requirements

Littlejohn Commons

- Two half days per week to comply with Tax Credit Allocation Committee regulatory requirements regarding social services.
- Services shall include at least 67 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community-building and/or enrichment activities for residents (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.

- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

### Everett Commons

- One half day per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services, and ten hours per week for the 5 VASH voucher holders living at the Property.
- TCAC Services shall include at least 86 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- Case management services shall include at least 10 hours per week of case management to support the 5 VASH voucher holders, as well as supporting, when necessary, other residents struggling with maintaining their housing.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Provide case management services for the 5 VASH voucher holders, including development and implementation of independent living plans.
- Case management services shall be provided primarily to VASH voucher holders, but also, as available, to any resident struggling to maintain stable housing, finances or health.
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to

residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

### Rosefield Village

- Thirty hours per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services.
- Additional 10 hours per week per TCAC Services to provide after school services to include tutoring, mentoring, homework club and art and recreation activities.
- Intensive case management is included in the thirty hours per week commitment to provide services to 18 units that are designated as extremely low income, these households will need assistance through the application process and continual case management to help obtain and maintain stable housing. Each household should be given an individual service plan based off an assessment of the client's medical, psychosocial, environmental, legal, financial, and educational strengths, needs and resources. Regular check-ins will be required after the household moves to monitor well being and stability.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

### Activities and Services (all sites)

- Provide educational classes at each site where there is a space for classes. For family sites, classes may include but is not limited to: parenting, English as a Second Language (ESL), budgeting, healthy living, emergency preparedness, etc. For senior sites, the same

types of activities could be provided plus independent living skills and light exercise or social activities.

- Provide case management services of referrals from Property Manager. Issues may include but is not limited to: assisting tenants with non-payment of rent, non-compliance with lease provisions, domestic violence, family discord, etc.
- Prepare and distribute a monthly newsletter on social services issues.
- Respond during business hours by phone if not on site to emergency requests
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend biweekly meetings with Property Manager to discuss on-going cases and monthly meetings with owner to discuss on going cases and programming
- Make referrals to Adult Protective Services (APS) and Child Protective Services (CPS) as necessary.
- Develop and build relationships with local social services providers. Attend a monthly Alameda social services forum.
- Participate in group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrolment, access to services etc.
- Have the ability to manage other service partners and property/community resources for residents to include Alameda Food Bank, Alameda Family Services, Veterans Administration (VA), Alameda Transit District - Easy Pass Program, Boys and Girls Club, etc.
- Utilize a variety of platforms to communicate with residents including face to face meetings, phone call, email and video conferencing.
- Provide mediation to residents and management when dealing with conflict within the community.
- Attend annual fair housing training; and other training as required by the owner.
- Meet all local health ordinances and supply PPE to your team.
- Conduct annual emergency preparedness.

Supportive Services (Everett Commons)

Supportive services do not have to be provided at the project site. When supportive services are provided, whether on site or not, the following conditions apply:

- Monthly outreach to participants signed up to receive these services.
- Provide case management, counseling, health care resources, psychiatric and mental health care, substance abuse treatment plans.
- Life skills, parenting skills, childcare, transportation, housing search assistance, budgeting
- Employment assistance, job training/placement
- Education, vocational opportunities



Facilities and Equipment

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each large site.
- b) Wi-Fi access, through a hot spot or building Wi-Fi
- c) Furniture as necessary.
- d) Repayment of costs for a cellphone and a laptop (one per FTE) for assigned social workers. Must be included in the fee schedule.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract
- h) Copying/printing facilities for flyers and other activities. (Large scale copying may be offsite at the owner’s discretion)
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

**Area 2. Limited Additional Phone Counseling/Referrals**

Provide limited phone counseling/information and referrals to tenants or clients not covered in Area 1 above, generally tenant-based Section 8 voucher holders at privately owned properties subsidized by the AHA (Primarily). Case management or referral services will be provided to individuals/families upon a written referral by an AHA employee. Must be a licensed or experienced social worker.

A per hour fee should be quoted for this service (bidders may quote business hours and after-hours fees if they wish.) Typical issues are referrals to services for family discord, landlord/tenant issues, nonpayment of rent, hoarding and aging in place.

This service can only be bid on in conjunction with a bid for Area 1.

**Area 3. Specialized Social Service Programs at LIHTC “Tax-Credit “Properties**

AHA currently owns 3 LIHTC buildings and plans to develop three to five more Low Income Housing Tax Credit (LIHTC) properties over the next four-five years. The expected development schedule includes the following:

Property Name and Size	Property Type	Service Begin Date
North Housing Phase (63 units)	Senior	2025
AUSD (30 Units)	Family	2026

Specific services and programs for children, families and seniors must be provided as required for projects financed through the LIHTC program. A minimum of 10 application points must be achieved for each property. The eligible services and associated point values include:

#### After-School Programs

- Tutoring, mentoring, homework club, and art and recreational activities
- 5 points when programs are provided weekdays throughout the school year for at least 10 hours per week.

#### Instructor-led Educational, Health and Wellness, and Skill-building Classes

- Financial literacy, computer training, home-buyer education, General Equivalency Degree (GED), resume building, Art/Crafts, ESL, and parenting.
- Nutrition, exercise, on-site food cultivation and preparation, smoking cessation, and other health information/awareness classes.
- 5 points for a minimum of 60 hours per year (30 hours per year at small projects). Drop-in computer labs, monitoring or technical assistance do not qualify as part of this hourly requirement.

#### Health and Wellness Services and Programs

Such services and programs shall provide individualized support for tenants, rather than group classes, but need not be provided by licensed individuals or organizations. The services include:

- Visiting nurses' programs, intergenerational visiting programs, and senior companion programs.
- 5 points for a minimum of 100 hours per year per 100 bedrooms (pro-rated for smaller projects).

#### Services of a Licensed Service Coordinator, Social Worker or Other Specialist

Services may include:

- Providing tenants with information about available services in the community,
- Counseling and/or advocacy to tenants, such as to assist them to access education, secure employment, secure benefits, gain skills or improve health and wellness
- Organizing community-building and/or enrichment activities for tenants, including holiday events, tenant council, etc.
- 5 points per staff member; calculated at 1 FTE per 600 bedrooms (pro-rated for smaller projects)

Bid should be for each property and should include a monthly budget for supplies and a brief description of the supplies.

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each site.
- b) Wi-Fi access.
- c) Tables and chairs as necessary.
- d) Landline and computer for the social worker.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract.
- h) Copying/printing facilities for flyers and other activities.
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Will be considered as an estimate but must be bid with Areas 1 and 2 above.

#### **Area 4: Counseling and workshops for Family Self Sufficiency (FSS) Clients**

Provide monthly evening workshops on self-sufficiency (generally one hour per month plus prep time and debrief with staff). Provide limited in person or by phone counseling/information and referrals to FSS clients, if referred by AHA staff. Must be a licensed social worker. Other FSS-related social services as needed.

May be bid with or separately from Areas 1 and 2 above. A per hour fee should be quoted for this service. No additional fee will be paid for evening work.

#### **Area 5: HomeKey/Homeless housing Social Service Partners (*Consideration for Area 5 will be reviewed separately from the rest of the RFP*)**

The Housing Authority may be involved in future HomeKey developments (or similar homeless housing developments) and is looking to be able to contract with one or more providers with a minimum of three years of experience working with the HomeKey target population. Please describe your agency's experience and capacity to serve as a HomeKey (or similar) service provider, including:

- a) Number of projects/units currently served with a range of on-site and off-site supportive services to a Coordinated Entry System (CES)-eligible homeless population
- b) Provide a description of services your agency has provided for a HomeKey-eligible homeless population, i.e., mental health services, substance use disorder services, primary health, employment, case management, assistance obtaining benefits and essential documentation, education, and other tenancy support services.
- c) Please provide a sample on-site staffing plan and budget for a 50-unit development, including primary care and other needed physical health and behavioral health services as well as other tenancy supports. If you have an existing HomeKey, former Roomkey, or similar development staffing plan and budget (must be for over 30 units) this budget and staffing plan may be substituted for the sample plan as long as it is not more than 2 years old.
- d) Please indicate how many years of experience your agency has serving persons of the Homekey target population.

- e) Provide a description of experience working with 3rd party property management of supportive housing developments, including any problem-solving techniques that have been proved valuable.
- f) Include any licenses your team hold for this work.

Please note that these bids may be used to create a short list of qualified partners and that a further selection round may occur once the project/s have been identified.

## **ADMINISTRATION OF THE CONTRACT**

### **REPORTING (All Areas)**

Monthly usage reporting for each property separately (no later than the 20th of the following month) is required on at least the following:

- Hours at each site and total hours at all sites.
  - \* If there are months where total number of hours required in the contract are not met, these should be tracked in monthly reporting and made within 90 days. No more than a 10% negative variance will be permitted under the contract.
- Unduplicated number of persons by type of service and in total.
- Total classes held, duration and the attendance for each class.
- Total number of Case Management Meetings with clients.
- How many units reached out to in a month regarding services.
- Total duplicated use (e.g., a person attending a class and receiving counseling regarding late rent paying, would be counted twice.)
- Bidder will be required to provide an annual presentation to the Board of Commissioners on outcomes and number served. Sample presentation attached for reference.
- Annual report required in January to roll up Return on Investment (ROI). Items to be include are:
  - Funds secured for residents (secure/maintain housing).
  - Resources directly distributed or connected residents (maintain stability within the home).
  - Tenure for VASH clients
  - Resident and staff success stories
  - Future goals and new program initiatives

### **INVOICING (All Areas)**

Monthly invoices for services and receipts for supplies should be billed directly to each property (all properties listed above) and submitted to the individual property management agent for processing.

For additional services contracted with the agency, such as the Family Self Sufficiency Program, invoices should be sent directly to AHA ([accountspayable@alamedahsg.org](mailto:accountspayable@alamedahsg.org)).

Payments will be sent in via ACH only.

**RECORDS**

All records remain the property of the AHA, AAHC or ICD and must be turned over at contract termination unless they contain Personal Identifiable Information (PII) for a client who has not signed an Release of Information.

Confidentiality agreements must be signed by all staff since they will be handling confidential material and will be working in close proximity to other management staff.

*\* Follow appropriate HIPPA regulations.*

**ATTACHMENT E**

**“Sample AHA Contract”**

**(Behind this Page)**

**CONSULTANT SERVICES CONTRACT**

**THIS CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and \_\_\_\_\_, a \_\_\_\_\_ whose address is \_\_\_\_\_, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. AHA is a Housing Authority duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.

B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. AHA has determined that it requires professional services for \_\_\_\_\_.

D. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

F. AHA and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on \_\_\_\_\_, 2021 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of

any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and AHA relies upon this representation. Consultant shall perform to the satisfaction of AHA, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to AHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of AHA.

2.4 Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

2.5 Acceptance by AHA of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

### 3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed [SPELL OUT] (\$\_\_\_\_\_.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to [accountspayable@alamedahsq.org](mailto:accountspayable@alamedahsq.org) or on the AHA's vendor portal.

Housing Authority of the City of Alameda  
701 Atlantic Avenue



Alameda, CA 94501-2161

ATTN: \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

**4. ALTERATION OR CHANGES TO THE AGREEMENT.**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that AHA's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized AHA representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

**5. INSPECTION OF SERVICES.**

All performances under this Agreement shall be subject to inspection by AHA. Consultant shall provide adequate cooperation to AHA representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, AHA shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to AHA. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, AHA shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the Contract Price to reflect the reduced value of the services performed or products provided. AHA may also terminate this Agreement for default and charge to Consultant any costs incurred by AHA because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit an AHA representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

**6. TIME IS OF THE ESSENCE.**

Consultant and AHA agree that time is of the essence regarding the performance of this Agreement.

**7. INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment

insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties; and Consultant shall hold AHA harmless from any and all claims that may be made against AHA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of AHA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

AHA and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

**8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold AHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**9. NON-DISCRIMINATION.**

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

**10. INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless AHA, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (AHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to AHA the appropriate form of dismissal relieving AHA from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the AHA harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense. the following insurance coverage's during the term of this Agreement. On or before the commencement of the terms of this Agreement, Consultant shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether AHA has received a waiver of subrogation endorsement from the Insurer.

B. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

C. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

Consultant agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. **CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of AHA who exercises any functions or responsibilities with respect to this Agreement 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 Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform AHA of all Consultant's interests, if any, which are or may be perceived as incompatible with the AHA's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to AHA employees.

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. **PROHIBITION AGAINST ASSIGNMENTS.**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from AHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to AHA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. **SUBCONTRACTOR APPROVAL.**

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of AHA. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to AHA the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of AHA, and all publication rights are reserved to AHA.

All Reports prepared by Consultant may be used by AHA in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other AHA projects as appropriate.

Consultant shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by AHA

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with

supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to AHA shall be addressed to AHA at:

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
ALAMEDA CA 94501-2161  
Attention: Vanessa Cooper, Executive Director

All notices, demands, requests, or approvals from AHA to Consultant shall be addressed to Consultant at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. **NO SMOKING, DRINKING OR RADIO USE.**

Consultant agrees and acknowledges that smoking, drinking alcoholic beverages, and listening to radios is prohibited at any AHA site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

20. **TERMINATION.**

AHA may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibit A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of AHA, then AHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES.**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by AHA. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform AHA and AHA shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in

this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by AHA for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to AHA on request; or at its option AHA may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES.**

Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with AHA on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. **Nondisclosure and Nonuse Obligation.** Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the



same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

**28.3. Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

**28.4. Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

**29. WAIVER.**

Any waiver by AHA of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of AHA to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing AHA from enforcement of the terms of this Agreement.

**30. CAPTIONS.**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement

**31. ADMINISTRATION.**

The AHA Executive Director (or designee) shall administer this Agreement on behalf of AHA and may issue all consents, approvals, directives, and agreements on behalf of AHA called for by this Agreement, except as otherwise expressly provided for in this Agreement.

**32. GENERAL.**

**32.1** The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

**32.2** Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AHA and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that AHA may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against AHA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which AHA shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives, and agents.

### 33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall

include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF AHA OFFICIALS AND EMPLOYEES.**

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

35. **ENTIRE AGREEMENT.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Copy of RFP No. \_\_\_\_\_.
- v. Exhibit F – Copy of consultant's Proposal/Response to RFP No. \_\_\_\_\_, submitted to the AHA
- vi. Exhibit E – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

## ATTACHMENT F

### **“Travel Accommodations Expense Requirements-Consultants”**

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of the Housing Authority (AHA). Only necessary and reasonable business expenditures will be reimbursed. Costs for transportation, lodging, meals, and incidental expenses deemed reasonable as compared to the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the U.S. General Services Administration, for travel in the contiguous 48 United States

Any Consultant who incurs business expenses on behalf of AHA must submit an expense report with appropriate documentation explaining the business purpose of travel and itemizing expenses.

#### **Air Transportation**

In general, Consultants should fly at the lowest cost economy fare. As circumstances permit, air transportation should be booked in advance to achieve the lowest available advance-purchase fare.

#### **Ground Transportation**

When using ground transportation, Consultants should select the most economical mode of reliable and safe transportation. Reimbursement will be for the actual and reasonable expense incurred while on AHA business.

Rental cars are to be the lowest cost vehicle at a cost and class no greater than that which is necessary to conduct business.

#### **Corporate Automobile Liability**

Coverage shall meet or exceed the minimums required in the RFP.

In lieu of Corporate Automobile Liability Coverage, Consultant shall purchase rental car insurance for limits of not less than \$1,000,000 at no additional cost to the AHA. This rental car insurance provision shall apply when the Consultant's firm's auto liability policy does not include the above referenced insurance provisions (i.e. any auto Code 1).

#### **Accommodations**

Expenses for lodging are to be for a standard single room rate at the most reasonable priced mid-tier hotel available. Exceptions may be made for Consultants attending conventions and meetings with hotels; other exceptions require business rationale, which must be documented and approved by the AHA. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

#### **Out-Of-Pocket Expenses**

Incidental expenses will be reimbursed for the actual and reasonable cost incurred unless otherwise stated by local county laws and regulations, (e.g. daily allowance instead of actual cost.) Receipts are required at an expenditure level to satisfy local tax requirements.

#### **Non-reimbursable Expenses**

Consultants may not be reimbursed for out-of-pocket expenses of a personal nature. (e.g., recreational expenses, gifts, etc.).

Any and all costs incurred by Consultant shall not exceed the Contracted Amount set forth in the Consultant Services Contract.

**ATTACHMENT G**

**“Additional Federal Requirements”**

**(NONE)**

**ATTACHMENT H – HUD FORMS**

**Non-Construction:**

HUD-5369-A

HUD-5369-B

**(Behind this Page)**



## ATTACHMENT I

Conflict of Interest Form available at: <https://form.alamedahsg.org/Forms/A4Gpo>

### HOUSING AUTHORITY OF THE CITY OF ALAMEDA

#### CONFLICT OF INTEREST CERTIFICATION

##### **PART A: REGULATIONS, REQUIREMENTS AND PROHIBITIONS**

As a public housing authority (PHA), the Housing Authority of the City of Alameda, including its affiliates Island City Development, the Alameda Affordable Housing Corporation, and any other affiliates (collectively, AHA) are obligated to ensure fairness in the procurement process under state and local laws and regulations and regulations of the United States Department of Housing and Urban Development (HUD) and to further ensure a standard of ethics amongst its contractors and consultants in carrying out all contractual obligations. The purposes of the Conflict-of-Interest Certification are to ensure: 1) fairness in the procurement process so that the AHA, the public, and other governmental entities have confidence in the integrity, independence, and impartiality in the selection of its consultants and contractors of the AHA; and 2) that its consultants and contractors have the best interests of the AHA while doing work on its behalf.

##### **PART I. CONFLICT OF INTEREST**

1. In accordance with HUD regulations (24 CFR §§ 570.611, 982.161), neither the AHA nor any of its contractors or subcontractors or their employees, agents, consultants, officers, or elected or appointed officials ("Bidder's/Proposer/Vendor") may enter into any contract or arrangement in connection with the Section 8/Housing Choice Voucher program or Community Development Block Grants (CDBG) in which any of the following classes of persons has any financial interest or benefit, direct or indirect, actual or apparent, during tenure or for one year thereafter:
  - (1) Any present or former member or officer of the AHA (except a participant commissioner) or their immediate family member or business associate;
  - (2) Any employee of the AHA, or their immediate family member or business associate, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
  - (4) Any member of the Congress of the United States.
2. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
3. "Immediate family member" includes spouses, parents, siblings, and children.

4. "Financial interest or benefit" includes, but is not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, other business income, program services that may have a monetary value, impacts to property owned by one of the parties listed above that is within 500 feet of a project funded by AHA.
5. Any member of these classes of persons must disclose the member's interest or prospective interest to AHA and HUD.

## PART II. ORGANIZATIONAL CONFLICTS OF INTEREST

1. In order to ensure the best interests of the AHA in its contractual relationships and comply with state and federal conflict of interest laws, the AHA desires to avoid an organizational conflict of interest, which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
  - a. Award of the contract may result in an unfair competitive advantage;
  - b. The Bidder's/Proposer/Vendor's objectivity in performing the contract work may be impaired;
  - c. AHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
2. Where a Bidder/Proposer/Vendor is aware of, or has reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, the Bidder/Proposer/Vendor shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Bidder/Proposer/Vendor has possible organizational conflict of interests with respect to:
  - a. being given an unfair competitive advantage;
  - b. being able to render impartial, technical sound, and objective assistance or advice; and/or
  - c. any AHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
3. The Bidder/Proposer/Vendor must disclose all relevant information and request the AHA to make a determination as to whether there is a conflict, either actual or apparent, with respect to the contract that may be awarded.
4. The Bidder/Proposer/Vendor shall be required to agree that if, after award, the Bidder/Proposer/Vendor discovers an organizational conflict of interest with respect to this contract, the Bidder/Proposer/Vendor shall make an immediate and full disclosure in writing to the AHA which shall include a description of the action which the Bidder/Proposer/Vendor has taken or intends to take to eliminate or neutralize the conflict. The AHA may, however,

terminate the contract for the convenience of AHA if it would be in the best interest of AHA, or if required to comply with local, state and federal laws and regulations.

5. In the event the Bidder/Proposer/Vendor was aware of an organizational conflict of interest before the award of this contract, or develops an organizational conflict of interest during the performance of the contract, and fails to disclose the conflict to the AHA, the AHA may terminate the contract for default.
6. The Bidder/Proposer/Vendor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the AHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this contract.
7. As part of its bid/proposal, the Bidder/Proposer/Vendor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.
8. No award shall be made until the disclosure or certification has been evaluated by the AHA.
9. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Bidder/Proposer/Vendor.
10. If the AHA determines that a potential conflict exists, the selected Bidder/Proposer/Vendor shall not receive an award unless the conflict can be eliminated or otherwise resolved to the satisfaction of the AHA in its sole and absolute discretion.

### PART III. WARRANTY & REPRESENTATION OF NON-COLLUSION

1. Bidder/Proposer/Vendor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract.
2. Bidder/Proposer/Vendor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee as a result of consequence of obtaining or being awarded any contract.
3. Bidder/Proposer/Vendor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render the resulting contract void and of no force or effect.



**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

**CONFLICT OF INTEREST CERTIFICATION**

**PART B: CERTIFICATION OF BIDDER/PROPOSER/VENDOR**

- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I of Part A above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Bidder/Proposer/Vendor.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest as set forth in Part II of Part A above.
- The Bidder/Proposer/Vendor acknowledges and agrees to the obligations of Bidder/Proposer/Vendor as set forth in Part II above and to the rights and remedies of the AHA as set forth in Part II of Part A above as they relate to organizational conflicts of interest.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract; and further has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, or employee, as a result of consequence of obtaining or being awarded any contract as set forth in Part III of Part A above.
- The Bidder/Proposer/Vendor has disclosed the following (by submitting an online form at: <https://form.alamedahsg.org/Forms/A4Gpo>):
  - (a) Any current or prior personal relationships with AHA current or former official, officer or employee or their immediate family member or business associate
  - (b) Any current or prior business or financial relationships with AHA current or former official, officer or employee or their immediate family member or business associate
  - (c) Any current or prior relationship with AHA current or former official, officer or employee or their immediate family member or business associate
  - (d) If aware of, or there is reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, describe all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder.



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## **Response to Request for Proposals for**

### **SOCIAL SERVICES**

### **HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

### **Life Skills Training and Educational Programs, Inc. – LifeSTEPS**

**November 15, 2021**

### **Electronic Submittal**

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*The mission of LifeSTEPS is to provide effective educational and supportive services to maximize the strengths of individuals and build resilient communities.*

3247 Ramos Circle, Sacramento, CA 95827  
Phone: 916.965.0110 Fax: 916.965.0102 [www.lifestepsusa.org](http://www.lifestepsusa.org)

**ATTACHMENT A**

**“Proposal Submittal Checklist”**

**(This Form must be fully completed and placed under Part No. 1 of the proposal)**

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Proposer. Also, complete the Proposer’s Statement as noted below:

<b>X = ITEM INCLUDED</b>	<b>SUBMITTAL ITEMS</b>
X	<b>Part 1 Proposal Submittal Checklist (Attachment A)</b>
X	<b>Part 2 Form of Proposal (Attachment B)</b>
X	<b>Part 3 Profile of Proposer Form (Attachment C)</b>
X	<b>Part 4 Cover Letter</b>
X	<b>Part 5 Qualifications and Experience</b>
X	<b>Part 6 Proposed Approach</b>
X	<b>Part 7 Customer Service</b>
X	<b>Part 8 Cost Analysis and Budget for Primary Services</b>
X	<b>Part 9 References</b>
X	<b>Part 10 Other Company Information (Optional)</b>
X	<b>Part 11 Confirmation of submission Conflict of Interest Form (Attachment I)</b>

**PROPOSER’S STATEMENT**

The undersigned Proposer hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the AHA discovers that any information entered herein to be false, such shall entitle the AHA to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, including an agreement to execute the AHA Sample Contract, attached to this RFP as Attachment D. In addition, Proposer hereby agrees to provide any additional documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the AHA with the services described herein for the fee(s) entered herein.



11/15/2021

Craig Gillett, President

LifeSTEPS

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**Signature**

**Date**

**Printed Name/Title**

**Company**



**ATTACHMENT B**  
**FORM OF PROPOSAL**

**(This Form must be fully completed and placed under Part 2 of the proposal submittal.)**

- A. Form:** Each Proposer shall submit their proposed fees on this form only, which shall be completed, signed, and returned to the AHA with the completed Proposal.
- B. Entry of Proposed Fees:** Each Proposer must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. "No Proposal" is not allowed for any item, although a "No Charge" is allowed for one or more of the Pricing Items.
- C. Pricing Items:** For total proposal prices for each property based on Scope, complete table on next page and attach supplies fee schedule. Please include totals in the table below:

Description	2022	2023	2024	2025	2026
One-time setup - attach description of costs (Area 1 & 3 in Scope)	\$ 0	0	0	0	0
Daily Social Services for Tenants (Area 1 & 3 in Scope) <i>*Complete additional form on next page – fill in totals</i>	\$ 397,641.24	409,570.48	421,857.59	457,313.32	505,832.72
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$ 69.00	71.07	73.20	75.40	77.66
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$ 78.00	80.34	82.75	85.23	87.79

*\*For Area 5 in Scope please provide a pricing schedule.*

11/15/2021 Life Skills Training and Educational Programs, Inc. (LifeSTEPS)

Date	Company	
Craig Gillett		
Print Name	Signature	
916-965-0110	323-500-9303	Craig@LifeSTEPSusa.org
Office Phone	Mobile Phone	Email Address
3247 Ramos Circle, Sacramento, CA 95827		
Business Address		

**ATTACHMENT C**

**“PROFILE OF PROPOSER”**

**(This Form must be fully completed and placed under Part No.3 of the proposal submittal.)**

(1) Prime  Subcontractor  (this form must be completed by and for each)

Life Skills Training and Educational

(2) Name of Proposer: Programs, Inc. (LifeSTEPS) Telephone: 916.965.0110 Fax: 916.965.0102

E-Mail: Craig@LifeSTEPSusa.org

(3) Street Address, City, State, Zip: 3247 Ramos Circle, Sacramento, CA 95827

(4) **Please attach a brief biography/resume of the company**, including the following information:  
 Year Proposer Established; (b) Former Name and Year Established (if applicable); and  
 (c) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Proposer (submit under Part 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP
Craig Gillett	President	N/A; 501c3 Nonprofit
Beth Southorn	Executive Director	
Bruce Kuban	Director Supportive & Health Services	

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Part 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE
Ann Elias	Director Community and Resident Services
Belinda Lee	Regional Director, Bay Region
Candice Williams	Regional Supervisor, Bay Region

(7) Federal Tax ID No.: 33-0720982

(8) State of California Business Entity Number (Secretary of State): C1973923

(9) Worker’s Compensation Insurance Carrier: Insurance Co of the West

Policy No.: WSA 503759804 Expiration Date: 8/31/2022

(10) General Liability Insurance Carrier: Nonprofits Insurance Alliance of California

Policy No.: 2021-15669 Expiration Date: 8/31/2022

(11) Professional Liability Insurance Carrier: Nonprofits Insurance Alliance of California

Policy No.: 2021-15669 Expiration Date: 8/31/2022

(12) Has your proposer or any member of your proposer been a part to litigation with a public entity?

Yes  No

If yes, please include in section a full detailed explanation including dates, with who and state the circumstances and any resolution.

(13) Is your proposer currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?

Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(14) Is your proposer currently in foreclosure or substantial tax arrears with a City/County or local jurisdiction?

Yes  No Note: The published RFP form had the “No” already checked, LifeSTEPS’ response is “No”.

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(15) Has, or is this proposer or any member of your proposer, currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(16) In the past 10 years, has your proposer or any member of your proposer failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(17) In the last 7 years, has your proposer filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?

Yes  No Note: The published RFP form had the “Yes” already checked, LifeSTEPS’ response is “No”.

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(18) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or City of Alameda or other fees?

Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(19) Does your proposer or any member of your proposer have a record of substantial Building Code Violations or litigation against properties owned by the proposer or by any entity or individual that comprises the Proposer?

Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(20) Has your proposer or any member of your proposer been convicted for fraud, bribery, or grand larceny?

Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(21) Debarred Statement: Has this proposer, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this proposer been de-designated as a developer of any government sponsored or publicly assisted project?

Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(22) Disclosure Statement: Does this proposer or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA?

Yes  No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(23) Additional clarifying information regarding questions and statements (12) through (22) – include below and/or attach related documents:

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The published RFP had responses for questions 14 and 17. Correct answer for LifeSTEPS is “No” to both questions 14 and 17.

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(24) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the AHA or any person interested in the proposed contract; and that all statements in said bid are true.

(25) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the AHA discovers that any information entered herein is false, that shall entitle the AHA to not consider nor make award or to cancel any award with the undersigned party.

Signature:  \_\_\_\_\_

Printed Name: Craig Gillett \_\_\_\_\_

Title: President \_\_\_\_\_

Company: Life Skills Training and Educational Programs, Inc.—LifeSTEPS \_\_\_\_\_

Date: 11/15/2021 \_\_\_\_\_





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#### **PART 4 – COVER LETTER**

November 15, 2021

Housing Authority of the City of Alameda  
Attn: Shekhar Dubbani  
701 Atlantic Avenue  
Alameda, CA 94501-2151

Re: Social Services Request for Proposal, 10/15/2021

To the Evaluation Committee:

Thank you for allowing us to submit the enclosed proposal in response to the Housing Authority of the City of Alameda's ("AHA") October 15, 2021 RFP for Social Services.

As will be addressed in more detail in the body of our proposal, LifeSTEPS has vast experience in all five areas of the AHA RFP. LifeSTEPS has been providing social services, including case management, service coordination, educational classes and many other forms of meaningful social services to residents of affordable and supportive housing for over twenty-five years. Our staff is trained to understand and address the issues most common in both family and senior affordable and supportive housing sites. We currently serve over 36,000 units of affordable and supportive housing in California, the vast majority of it financed with tax credits. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for supportive housing communities. LifeSTEPS has also successfully run the FSS program for the Housing Authority of the County of Santa Clara since 2014, with over 330 participants currently taking part in the program.

As Board President, I am authorized to represent LifeSTEPS in contract negotiations. And, lastly, as requested, our only concerns with AHA's sample contract are: Paragraph 5: Inspection of Services (language re remedies); Paragraph 20: Termination (notice period and remedies); and Paragraph 27: Social Media (clarification re scope of social media prohibitions).

Thank you again for allowing us to submit the enclosed proposal. Please feel free to reach out directly if you have any questions or concerns.

Very Truly Yours,

Craig A. Gillett

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*The mission of LifeSTEPS is to provide effective educational and supportive services to maximize the strengths of individuals and build resilient communities.*

3247 Ramos Circle, Sacramento, CA, 95827  
Phone: 916.965.0110 Fax: 916.965.0102 www.lifestepsusa.org



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## **Part 5 – Qualifications and Experience**

### **A. Organization Size, Service Experience and History of LifeSTEPS**

Formed in 1996, LifeSTEPS is a large, statewide organization serving over 98,000 residents living in more than 36,000 units of family, senior and SRO, low-income affordable and supportive housing. The vast majority of our portfolio is financed through tax credits. About forty percent of our portfolio is senior housing and sixty percent family. While LifeSTEPS began as a service provider to residents of affordable housing, for the last ten years LifeSTEPS has moved into a wider array of services, including supportive services for mentally ill and formerly homeless individuals and families, HUD housing, Section 8, PBV, VASH, SRO, and MHSA projects. We currently provide resident services to 2,209 units of Santa Clara County HUD housing and 4,549 units of Sacramento Housing Redevelopment Agency housing. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for homeless and special needs housing communities. We are the lead service agency with DHS for 237 formerly homeless, mentally ill and disabled individuals living in Los Angeles. We are the lead service provider at four one-hundred percent special needs projects in the Inland Empire, Los Angeles and Sacramento areas. Lastly, all of our social workers regularly deal with the same issues in affordable housing that afflict the chronically homeless: mental disorders, physical disabilities, histories of physical abuse, substance abuse, insufficient education, and a lack of life skills. We have the history, depth, knowledge, skills, and strength as an organization to work effectively and efficiently with a wide range of resident needs and within the full spectrum of affordable and supportive housing. Please see Exhibit 1, LifeSTEPS' List of Communities.

LifeSTEPS' mission is to provide effective educational and supportive services to maximize the strengths of individuals and build resilient communities. Our vision is that every person touched by LifeSTEPS will be empowered with the skills, resources, and support to maintain stable housing, attain self-sufficiency, and break the cycle of poverty. Our overall purpose is to catch children, families, individuals and seniors before they fall into homelessness and to provide them with the tools they need to thrive.

We provide a comprehensive set of social services that includes case management, service coordination, after school programs for children, aging-in-place services for seniors, financial literacy, employment skills, mediation services, health and wellness activities, crisis intervention, individualized and group life skills education and services, green living, food distribution programs, mental health referrals, community activities, fund raising, and eviction prevention through our Client Assistance Safety Net program.

## **Part 5 – Qualifications and Experience of LifeSTEPS - continued**

LifeSTEPS has been at the forefront of developing and delivering resident services to LIHTC communities across the state of California for two decades. LifeSTEPS has developed many of the resident programs and activities that the tax credit industry has come to embrace as the standard for resident services in California. We understand the rules and regulations governing social services at LIHTC developments and have never once had a Tax Credit application rejected for faulty or insufficient documentation of social services. LifeSTEPS regularly provides a variety of specialized services for particular housing agencies, including CTCAC, CDLAC, AHP, HCD, HUD, and many cities across the state. We also provide Family Self-Sufficiency services to the Housing Authority of the County of Santa Clara. Please visit our website at [www.lifestepsusa.org](http://www.lifestepsusa.org) for additional background information.

From its inception, LifeSTEPS has provided social services, with service coordination and case management at its core, to all of its residents: family, senior, children, and adult/SRO. We value the bond of trust between service provider and resident, a human relationship of care, with professional boundaries, that often means the difference between housing success and failure. In 2012, the California Housing Consortium recognized LifeSTEPS as Non-Profit of the Year for its leadership in resident services. We currently provide social services to 1,499 low-income housing units in the County of Alameda and have working relationships with many government and non-profit agencies throughout the County.

As important as any other factor we could mention, LifeSTEPS makes collaboration with property owners and property management companies a high priority. Over the years we have developed procedures and policies that ensure a collaborative and complimentary effort with property managers, thereby avoiding resident splitting and turf battles. This cannot be overemphasized: a positive relationship between property management and social services is crucial to the power and impact of resident services. We routinely schedule ongoing meetings with our partners to ensure the highest quality of services to our residents. In addition, we provide monthly written reports to our partners detailing our activities and outcomes. Because accurate reporting and documentation are key components of meeting service requirements, LifeSTEPS has developed a proprietary web-based data collection system for all of our resident services.



## Part 5 – Qualifications and Experience of LifeSTEPS - continued

### B. Staffing

#### 1. Projected Staffing for Area 1

LifeSTEPS plans on staffing Area 1 services with 2.25 FTE Directors of Social Services (“DSS”), one After School Coordinator staffed at 0.25 FTE, and one VASH Case Manager staffed at 0.25 FTE, with additional regional and licensed clinical supervision time of 0.20 FTE as part of overhead. Note 1: AHA’s new RFP requires a higher FTE than is currently required at the properties (e.g., Rosefield’s increased service needs). Because of this we have proposed an increase of 0.50 FTE from current service levels to meet the current RFP. Note 2: AHA’s current RFP refers to case managers, resident service coordinators and even to a DSS in one place for the on-site affordable housing service staff. For clarity’s sake, we are using the terms “Director of Social Services” or “DSS” because these terms should be familiar to AHA. In form and function, the DSS is the equivalent of a resident service coordinator or case manager. This approach mirrors requirements for case management staffing and oversight in both Los Angeles and Alameda County’s intensive case management programs.

#### 2. Total Number of LifeSTEPS Employees

LifeSTEPS currently employs 212 full-time and part-time Directors of Social Services, After School Program Coordinators, Intensive Case Managers, Supervisors and Administrative staff. In addition, we have consulting contracts with LCSW and LMFT experts for clinical supervision and oversight. Please see Exhibit 2, LifeSTEPS’ Organizational Chart for a clear overview of the relationship between administrative, analytical, management and operations staff members.

LifeSTEPS provides staff members with regularly scheduled, high quality training. Our Director of Community and Resident Services provides weekly training sessions to our Regional Supervisors. Our Regional Supervisors in turn train all their on-site staff members by providing weekly training sessions by telephone and in-person trainings every two months. In addition, we have ongoing training through our LifeSTEPS Training Academy. Our proprietary curricula, forms, and additional training materials are available via our employee only website.

## Part 5 – Qualifications and Experience of LifeSTEPS - continued

### 3. Professional Resumes of Key Principals

#### Craig A. Gillett - President of the Board, Founder

Craig is an attorney, educator and licensed Marriage and Family Therapist living in Los Angeles. He has been involved with non-profit agencies since 1992, with a focus on homelessness, affordable housing for families and seniors, and mental health issues. At Antioch University Los Angeles, Craig was a core faculty member and the Director of Clinical Training in the Master's Degree Program in Clinical Psychology. Craig also maintains a small private psychotherapy practice in Los Angeles. Craig's contributions to LifeSTEPS include the insistence on high quality service providers and case management services for every resident. Craig states, "we know from experience the crucial role that case management plays in stabilizing housing. We value the bond of trust between service provider and resident, a human relationship of care with professional boundaries that often makes the difference between housing success and failure."

#### Beth Southorn, M.A. - Executive Director

Beth has been working in the Social Service field since 1991. She has had experience with the mental health population, the aging, the homeless, the incarcerated, individuals in drug and alcohol recovery, domestic violence, and welfare recipients. Her experience in diversity, leadership, and program development has allowed her to form national models of success with vocational rehabilitation and affordable housing service programs. Beth earned her Master's degree in Counseling Psychology from the University of Notre Dame de Namur, and a Bachelor's degree in Psychology from San Francisco State University. Beth continues to enhance and improve the successful model of resident empowerment she created and implemented for various affordable housing communities throughout Northern California.

Beth joined LifeSTEPS in 2001 as a Regional Director of Social Services leading Northern California. Beth has spearheaded the agency's efforts in creating a successful model for delivering social services to affordable apartment communities. Under Beth's leadership, LifeSTEPS now offers comprehensive social services to residents at nearly 370 affordable housing communities throughout the state of California, serving over 36,000 homes and approximately 98,000 individuals.

#### Bruce Kuban, M.S.M.F.T. – Director of Supportive and Health Services

Bruce has the primary responsibility of providing quality assurance, compliance and oversight to several special projects contracted by LifeSTEPS to provide social and supportive services to residents living in affordable permanent housing. Two such projects include the Family Self Sufficiency program with the Santa Clara County Housing Authority and supervision of intensive case management services provided to formerly homeless residents now in permanent supportive housing provided through the Los Angeles County Department of Health Services, Housing for Health division. With over 30 years of experience in the field of Social Services, Bruce has worked as a case manager to clients receiving subsidized child care, a Family Resource Center Project

## **Part 5 – Qualifications and Experience of LifeSTEPS - continued**

Manager and 10 years as a middle school counselor. He received his Master’s Degree in Marriage, Family and Child Counseling from Sacramento State University. While now working in an administrative capacity Bruce admits to always having a soft spot in his heart for direct services and face to face to contact with clients so his frequent site visits and opportunities to meet with residents is the continuing fuel that drives his passion to work in the field of service coordination.

### **4. Professional Resumes of Project Manager and Supervisors**

#### Ann Elias, Director of Community and Resident Services

Ann Elias is a strategic leader with over 25 years of experience in non-profit organizations. She is currently responsible for affordable housing resident services operations at LifeSTEPS, overseeing a team of 180 staff serving nearly 100,000 residents throughout the state of California.

A dedicated educator, she has created and delivered workshops, presentations and programs to optimize human performance and leverage world-class outcomes. Throughout her career she has directed organizational effectiveness initiatives, including talent management, training and development, workforce engagement, diversity and inclusion, performance development, succession planning and is passionate about building interdependent teams to deliver outstanding results.

She has an MBA in Marketing from Webster University and holds certifications as a master trainer, strengths coach and change management professional. Ann has directed collaborative initiatives with diverse key stakeholders to deepen culture and develop talent across large and complex organizations.

Ann has also served as a life coach and consultant. She enjoys collaborative working relationships and empowering people to fulfill their personal mission and life goals.

#### Belinda Lee, Regional Director

Belinda Lee has worked in the Social Services field for over 30 years, with her career initially focused on homeless children at Shelter Network of San Mateo County. For the past 20 years Belinda has been dedicated in delivering the LifeSTEPS mission to prevent homelessness, empower individuals and build resilient communities. She is currently the Regional Director of Social Services for the Bay Region and is passionate about serving residents with excellence. During her career at LifeSTEPS Belinda has been deeply instrumental in developing and guiding programs and services offered by LifeSTEPS. She is responsible for a team of 18 staff who provide case management, facilitate educational classes and activities and connect residents to important local, state and federal resources. Belinda has also been a pivotal member of the LifeSTEPS leadership team from supporting our older adult population with onsite food distributions to ensuring that families have the proper tools and resources to be self-sufficient. She holds a Bachelor’s Degree in Gerontology from California State University East Bay.

## **Part 5 – Qualifications and Experience of LifeSTEPS - continued**

### Candice Williams, Regional Supervisor

Candice Williams began her career with LifeSTEPS in 2017. She currently serves as the Regional Supervisor of Social Services at LifeSTEPS for the Bay Region. She currently supervises twelve employees and her role includes, but is not limited to, overseeing and participating in the food bank, facilitating internal and external training sessions, conducting outreach in the Bay Area communities, and advocating and acting as a liaison for residents while maintaining healthy relationships with community partners and employees.

Candice previously worked as a case manager for the family self-sufficiency program currently known as the FSS program, with the Santa Clara County Housing Authority. Her main focus was to help residents create and achieve attainable goals to become self-sufficient within the areas of health and wellness, budgeting, credit repair and pursuing higher education. She was also responsible for collaborating with local non-profits and government agencies to ensure safe transitions for each client.

Candice received her Bachelor of Arts in Psychology from Holy Names University and is currently pursuing her Master of Social Work from California State University, East Bay in Hayward, CA.



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## **Part 6 – Proposed Approach**

### **A. Overall Approach to Services for Areas 1, 2, 3 and 4**

As an overview, LifeSTEPS' field staff is organized much like a property management company, with a Director of Community and Resident Services overseeing Regional staff members (RDSS's), who in turn oversee on-site Directors of Social Services (DSS's), Case Managers for FSS (CM's), and After-School Coordinators (ASC's). In the City of Alameda, we have a Director of Community and Resident Services overseeing all staffing and resident services throughout California, an RDSS for Alameda who would oversee services and on-site staff members at the Housing Authority's properties, and the on-site DSS's delivering services at each property or group of properties. [AHA's current RFP refers to case managers, resident service coordinators and even to a DSS in one place for the on-site affordable housing service staff. For clarity's sake, we are using the terms "Director of Social Services" or "DSS" because these terms should be familiar to AHA. In form and function, the DSS is the equivalent of a resident service coordinator or case manager.] Please see Exhibit 2, LifeSTEPS' Organizational Chart for an overview of our staffing hierarchy.

For Area 1 family and senior sites, we will assign 2.25 FTE DSS's with a minimum of three years' experience to deliver resident services, including case management, service coordination, and educational classes, one VASH Case Manager staffed at 0.25 FTE, and a 0.25 FTE ASC for Rosefield Village, which requires a 10 hour per week After School Program. (For Area 1, AHA's new RFP requires a higher FTE than is currently required at the properties. Because of this we have proposed an increase of 0.50 FTE to meet the current RFP needs at Rosefield.) We will assign one or more of our other local DSS's to participate in delivering referrals and counseling by telephone to Area 2 participants. For Area 3, we are very confident in our ability to participate successfully with the Housing Authority in the CTCAC/CDLAC application process. We can readily provide the Housing Authority and CTCAC/CDLAC with memoranda of understanding, proof of experience, and all other necessary documents to obtain the full 10 points required for resident services under current or future CTCAC/CDLAC regulations. Please see the Area 3 service proposals below for more specifics regarding services at North Housing and AUSD. For Area 4, we would hire a Case Manager to administer and provide services to the FSS clients.

## Description of Work Processes - continued

### B. Specific Approach to Services for Areas 1 and 3:

As appropriate in each of Areas 1 and 3, LifeSTEPS' on-site DSS will focus on oversight of resident services; resource development; service reports; liaison work with property management and ownership; and providing direct services such as case management, service coordination, crisis intervention, educational classes, after-school programs (if requested), mediation and social events. The DSS will maintain regular, posted office hours for both scheduled meetings and drop in hours to address individual resident concerns. These office hours will also be available for resident mediations and regular discussions with property management staff. The DSS will schedule and teach educational classes and plan and implement social activities to build community among the residents. The DSS will also conduct a needs assessment process during the first few months after lease up to gather information from the residents as to what services they desire. The DSS will provide property managers and residents with his or her cell phone number so that during regular business hours, even when the DSS is off-site, residents can get prompt attention when issues arise.

A typical service plan for a family affordable housing site might look like the one below. Of course, each site's service plan will differ depending on the population and the specific resident needs of the community.

---

***Project Name:*** Affordable Family Apartments

***Location & Type:*** Alameda, CA - Multi-Family

***Name of General Partners:*** Owner and MGP

***Required Services per Regulatory Agreement:*** Service Programs are required through CTCAC, CDLAC and Bond Regulatory Agreements. The property owner, Affordable Family Apartments, LP, is committed to providing professional, appropriate social services to the residents of the property. Services, provided at no cost to all residents at the Property, shall include: service coordination, an after-school program for school age children, educational classes for adult, and enrichment activities.

***Monitoring Agencies:*** CDLAC Regulatory Agreement: California Tax Credit Allocation Committee (CTCAC)

***General Program Description:***

*LifeSTEPS' mission is to provide educational and social service programs to residents of affordable and supportive housing communities, with a focus on life skills training, education and supportive services for children, adults and seniors. LifeSTEPS shall provide appropriate Social Services to residents at this property designed to meet the needs of the residents and to meet the requirements of the Regulatory Agreement governing social services at the property. The interactions between the social service provider and the residents are confidential and case notes are not shared with the property owner or property management. LifeSTEPS shall develop its programs based*

## Description of Work Processes - continued

*on a thorough needs assessment process. At each of its properties, LifeSTEPS provides as part of its regular services the following: coordination of programs and activities, case management, mediation, counseling, enrichment programs and referral and information services for the residents. It should also be noted that any success in providing services to the residents has been due largely to the concerted efforts of ownership, property management, funding sources, residents, community agencies and the social service provider. It truly does “take a village.”*

### **PROGRAMS TO MEET THE REGULATORY AGREEMENT**

#### **1. SERVICE COORDINATION (including Case Management):**

##### **Service Coordination**

*LifeSTEPS will assign to this property a Director of Social Services, a professional social worker with a Bachelor’s degree and work experience in the field, and an after-school coordinator. The Director of Social Services provides long-term support with regular visits to the property and availability by telephone. He or she becomes part of the residential community, building a lasting relationship with the residents and the property management staff. This allows the Director of Social Services to meet the unique needs of each property and the individuals who live there. Addressing individual needs is the first step in building a strong and healthy community.*

*The LifeSTEPS Director of Social Services is responsible for all service coordination. This includes interfacing with local agencies to maximize their effectiveness to residents. For example, LifeSTEPS educates residents about food bank resources, rental assistance programs and the medical benefits application process. In addition, the Director of Social Services regularly connects with the Property Manager to ensure that educational classes, social activities and case management work orders are effectively managed. The goal of each LifeSTEPS program and activity is to foster a sense of community among the residents while supporting each individual within the community. It is our desire that residents move forward in their lives. Our social workers are trained to intervene in difficult circumstances such as domestic abuse, mental health problems, or threat of eviction.*

*Goal: The goal of each LifeSTEPS program and activity is to foster a sense of community among the residents while supporting each individual within the community.*

*Objective: to stop the cycle of poverty, intervene and prevent domestic violence situations, create long-term residency.*

*Days of the week: Programs and services vary depending on the individual needs at each property.*

## Description of Work Processes - continued

### Social Service Days

*Social Service Days are a walk-in opportunity for residents to meet one on one with LifeSTEPS staff. On Social Service Days, LifeSTEPS conducts on-site office hours to address any individual needs of the residents. On these days, LifeSTEPS provides, among other things, case management, job search help, referral information, and budget counseling to the residents. Social Service Days are scheduled in advance, and dates and times are posted prominently. LifeSTEPS also seeks to empower resident volunteers who have experience in social services to assist other residents.*

*Goal: To assist the residents with any individual needs they may have so that they can continue to live and thrive in the affordable housing community in which they are living.*

*Objective: To increase resources for the residents and to increase resident participation.*

*Days of the week: Social Service Days are offered a minimum of three times a month, depending on resident needs. [Case Management, however, is available on an as needed basis, year around, Monday through Friday, during regular business hours.]*

### Case Management

*Case Management services provide easy and quick access to trained professionals for individual problems that may arise for residents. Case management work is monitored by a work order system that helps property management and LifeSTEPS communicate together effectively and to ensure that residents with issues do not get overlooked. Again, most information given to the LifeSTEPS' staff by residents is held in confidence and is not shared with management.*

*Goal: The goal of this program is to provide to residents (whether referred by property management or self-referred) social service assistance such as referral information, case plans, rental assistance, assistance with obtaining governmental entitlements, encouragement, etc.*

*Objective: The objectives are to enable each resident the ability to increase their self-determination, self-sufficiency, and decision-making skills. Tasks and goals are developed for each case plan and residents must meet specific tasks at the assigned times.*

*Days of week classes conducted: Available by telephone or appointment during business hours Monday through Friday.*



## Description of Work Processes - continued

### Mediation Services

*Goal: The goal of this program is to assist residents and management to communicate clearly, explore solutions to conflict, and produce a plan for how conflict will be resolved. This service is offered for conflicts between residents, as well as for resident conflicts with property management.*

*Objective: The objective is to maintain housing and increase the communication and conflict resolutions skills of the residents. It also provides the opportunity to ensure that a third party assists with a fair resolution of conflicts.*

*Days of week Mediation offered: Available during business hours Monday through Friday, year around.*

### **2. AFTER-SCHOOL ACTIVITIES**

*LifeSTEPS fosters various After-School Programs for children throughout the year, including regular after-school hours for homework help and educational activities.*

*After-School Activities: LifeSTEPS will work on its own and with other local non-profits to provide various after-school children's activities throughout the year.*

*Goal: To maintain and improve a positive academic focus for program participants. To provide a safe and educationally enriched environment for children to access after school hours.*

*Objective: Solicit participants for the program.*

*Times for program: 2 hours a day, five days a week, in the afternoon after school ends.*

### **3. EDUCATIONAL CLASSES:**

*LifeSTEPS has developed a set curriculum of quarterly themed classes, including such subjects as computer training, health and safety, financial management and job seeking skills for residents.*

*Goal: To provide intellectual stimulation and useful information for the residents. To increase educational opportunities and to create a long-term interest in learning.*

*Objective: To develop educational classes for the residents and to recruit participants for the program.*

*Days of the Week: A minimum of one day per week.*

## Description of Work Processes - continued

### 4. ENRICHMENT ACTIVITIES:

#### Health Program

*LifeSTEPS seeks to foster regularly scheduled exercise classes, healthy living programs, and food programs for the residents.*

*Goal: To increase overall health and wellness of residents with focus geared toward early prevention of illness and management of chronic conditions. LifeSTEPS seeks to develop an array of these activities for all residents.*

*Objective: To build the health program by assuring availability of exercise classes and health curriculum.*

*Days of the Week: Exercise Classes: To be determined through needs assessment. Goal for Health Curriculum: At least one class every other month focusing on healthy living topics.*

#### Financial Program

*LifeSTEPS seeks to provide presentations on financial issues of interest to the residents. In addition, we address financial topics with the residents one-on-one. LifeSTEPS will provide budget counseling to residents on an individual basis. LifeSTEPS also links residents to existing programs and government entitlements to help them improve their income and reduce their monthly expenses.*

*Goal: To help residents reduce their expenses and access services and entitlements so that they can live within their means as successfully as possible.*

*Objective: To outreach to the residents and to find resources to help the residents with their budgets. We will also endeavor to find presentation topics and group learning experiences that the seniors will find worthwhile.*

*Days of the Week: Budget Counseling: During business hours, Monday through Friday, year around.*

#### Social Activities

*LifeSTEPS seeks to foster an array of social activities for the residents, which at other similar sites include a Resident Council, Pot Lucks, Social Clubs, Games, Movie Night, Birthday Celebrations, Journal Writing, Bingo, Cloths Closet and Crafts. Other activities include Entertainment, Fundraising for Charitable Donations and various other activities such as gardening. These activities will change over time, but there are always multiple activities going on at any one time. The social activities for the residents are always well attended and appreciated.*

*Goal: To combat resident isolation, to increase social contact, to stimulate mental and physical activity, to build a cohesive community and to have fun.*

## Description of Work Processes - continued

*Objective: Maintain momentum and support for social activities.*

*Days of the Week: All days of the week.*

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Upon starting at a new property, LifeSTEPS conducts a thorough needs assessment of the residents and repeats this process every other year thereafter. We disseminate a questionnaire, conduct resident meetings, and go door-to-door to talk directly with the residents to learn what it is that they need and want in terms of resident services. Each AHA property LifeSTEPS currently serves was surveyed in 2020 and a comprehensive service plan was developed based upon those results. Once the rehabilitation is complete on Rosefield Village, and residents have moved back in, LifeSTEPS will conduct a thorough needs assessment of the residents, and based on the results of the needs assessment, LifeSTEPS will then design a service plan specifically suited for the community. LifeSTEPS and property management will also maintain a suggestions box where residents can request additional services or changes to the property's administrative policies, with or without identifying themselves. LifeSTEPS will maintain an open door policy and convey to residents publicly and privately that they have the right to complain and make suggestions for changes in services at the property.

LifeSTEPS and property management staff will meet bi-weekly to discuss individual resident needs and community issues so that problems related to resident services can be addressed quickly and effectively. Property managers will also have a work order system with LifeSTEPS that allows property management to flag issues and/or request a DSS home visit when residents are in need of assistance. Once property management has requested assistance for a particular resident, LifeSTEPS will coordinate interventions with the property managers without disclosing confidential personal or medical information unless the resident signs a written release allowing such disclosures.

LifeSTEPS will provide a rich array of educational classes for residents designed specifically for adult and senior residents of low-income housing. LifeSTEPS also encourages residents to volunteer to lead resident classes and activities. Across our portfolio of properties, residents regularly lead activities such as Pot Luck meals, Bingo, exercise classes, book clubs, and various other hobbies in the community center.

LifeSTEPS utilizes professional curriculum developed by credentialed teachers in both our Educational Classes for Adults and After School Programs for children. Our resident children and at-risk youth will have opportunities to explore their creativity, improve academically and acquire essential social skills. ASP activities range from homework assistance, arts and crafts, educational games, reading circles, computer use (where accessible), healthy snacks, age-appropriate instruction in remedial life skills and our Summer Reading Program. LifeSTEPS incorporates anti-bullying curriculum into our sessions and activities. LifeSTEPS also offers a Teen Club geared towards career

## Description of Work Processes - continued

exploration, higher education opportunities and independent living skills at least twice per month.

Regarding cultural specificity, LifeSTEPS will seek to hire culturally specific DSS's for its on-site staff members. We believe that matching DSS skill sets to resident populations is key to the success of resident services. This will include the DSS's work experience, language skills, cultural and ethnic sensitivity, and a thorough knowledge of low-income residents' strengths, resources and needs. Many of our DSS's are bilingual. Across our portfolio of properties, LifeSTEPS' staff is fluent in a wide variety of languages, including English, Spanish, Mandarin Chinese, Cantonese Chinese, Armenian, Vietnamese and American Sign Language. In any case, we will conform with AHA's requirement to provide written translations in Spanish, Vietnamese, Tagalog, and Chinese. Language and translation services provided by AHA are greatly appreciated.

### Services and Hours per Properties for Area 1

Property	Unit Count	Type	LIHTC	In Service	Hours/Month
Anne B Diament	65	Senior		Current	20
Independence Plaza	186	Senior		Current	70
China Clipper	26	Family		Current	10
Eagle Village	36	Family		Current	12
Esperanza	120	Family		Current	50
Everett Commons	20	Family	Y	Current	56
Littlejohn Commons	31	Senior	Y	Current	48
Parrot Village	50	Family		Current	25
Parrot Gardens	8	Family		Current	
Rosefield Village	92	Family	Y	2022	173.33
Scattered Sites	34	Both		Current	12
TOTAL	668				476.33

Specific hours and services provided will meet the requirements of the RFP and are summarized below:

- Anne B Diament, 20 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Independence Plaza, 70 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.

## Description of Work Processes - continued

- China Clipper, 10 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Eagle Village, 12 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Esperanza, 50 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Everett Commons, 56 hours per month to include a minimum of 86 hours per year of service coordination, a minimum of 84 hours per year of educational classes, a minimum of 10 hours per week of case management to support the five VASH voucher holders and other residents struggling to maintain housing, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Littlejohn Commons, 48 hours per month to include a minimum of 67 hours per year of service coordination, a minimum of 84 hours per year of educational classes, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Parrot Village and Parrot Gardens, 25 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Rosefield Village, 40 hours per week to include minimum of 10 hours per week After School Programming, 30 hours per week of service coordination, a minimum of 84 hours per year of educational classes, case management services for the 18 units designated as extremely low income, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Scattered Sites, 12 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.

In addition, LifeSTEPS commits to continuing to conduct annual emergency preparedness exercises; make referrals to Adult Protective Services and Child Protective Services as necessary; manage other service partners and property/community resources for residents such as Alameda Food Bank, Alameda Transit District, Boys and Girls Club, etc.; develop relationships with local social service providers; attend social services forums as appropriate; meet all local health ordinances; supply PPE to staff; attend all required AHA trainings; utilize a variety of platforms to communicate with residents; and participate in tenant meetings.

## Description of Work Processes - continued

### C. Specific Approach to Services for Area 2:

As described above, LifeSTEPS will already have in place the structure and staff in Alameda to perform the AHA assigned phone counseling and information referral services to be performed in conjunction with Area 1 services. The community resources and relationships in the City already exist, and they will be made available for Areas 1, 2 and 3 residents. Within 24 hours of AHA notifying LifeSTEPS’ staff of a resident or client referral, LifeSTEPS will make contact with the client by telephone to either discuss the issues at hand or to schedule a more convenient time to talk. LifeSTEPS’ DSS will collect necessary information, evaluate the client need, assist the client to organize and analyze his or her available options, provide referral information, follow up to assess the success of the outcome, develop a back up plan if necessary, and document the case and result. All of this can be performed using LifeSTEPS proprietary, web-based reporting system.

### D. Specific Approach to Services for Area 3:

We have prepared resident service proposals for both North Housing and AUSD below. The proposals are geared to the property population and to garnering maximum points for social services in the tax credit regulations. These are just examples. There are many other possible permutations of service combinations that could work at both sites. Also, prior to submittal to CTCAC/CDLAC, we would need the number of bedrooms for each development to properly compute the correct number of individualized health and wellness hours required to be awarded full service amenity points. All incidental supplies, such as paper, pens, printer toner, and snacks for resident activities are included in the service fee. We present below one resident service proposal for North Housing, the senior site, and two different service proposals for AUSD, the family site.

Property	Unit Count	Type	LIHTC	In Service	DSS Hours per Month	ASC Hours per Week
North Housing Phase	63	Senior	✓	2025	30	n/a
AUSD – Proposal 1	30	Family	✓	2026	25	10
AUSD – Proposal 2	30	Family	✓	2026	25	n/a

## Description of Work Processes - continued

### Social Services Proposal: North Housing Phase, 63 Senior Units

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services for a fee of \$1,900 per month (\$22,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable and supportive housing. The California Tax Credit Allocation Committee (CTCAC) recognizes LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services for the Community:

- A Director of Social Services (DSS) dedicates thirty hours per month to organizing and implementing programs and activities at the property, as well as providing case management, resource development, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- Educational Classes are held a minimum of two times per month with a set yearly curriculum that includes such topics as computer training, senior vocational skills, nutrition, health and safety, financial management, exercise, and leadership training (minimum of 84 hours per year).
- Health and Wellness Services and Programs (individualized) are available throughout the month and include such services as Crisis Intervention, Practical Counseling & Emotional Support, Cleanliness & Hygiene Assessment, Eviction Prevention, Government and Insurance Entitlements, and Physical and Mental Health Assessments (minimum of 60 hours per year per 100 bedrooms).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help senior residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and establishing in home supportive services.
- Crisis Management is performed when serious issues of domestic violence, dementia, drug and alcohol abuse, mental illness, and other critical issues arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with individual resident needs helps residents maintain their housing, prevents property managers from burning out, and keeps the property running more smoothly overall by addressing crises professionally and effectively.
- Mediation Services are available by appointment. The purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover. We have created a successful Senior Activities Committee Model where seniors are trained and coached to develop activities they are interested in doing and leading.

## Description of Work Processes - continued

- We produce bi-monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.

### **Social Services Proposal 1: AUSD, 30 Family Units, with After School Programming**

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services, including an after-school program, for a fee of \$2,900 per month (\$34,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable housing. The California Tax Credit Allocation Committee (CTCAC) has recognized LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services:

- A Director of Social Services (DSS) dedicates twenty-five hours per month to organizing and implementing programs and activities at the property, as well as doing case management, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- An After-School Program for children is held a minimum of 10 hours per week, staffed by an on-site after-school coordinator. Community volunteers will be recruited to augment the program. The program is professionally run and provides homework help, tutoring, and instruction (minimum of 10 hours per week).
- Educational Classes are held at least two times a month with a set yearly curriculum that includes such topics as computer training, financial literacy, job seeking skills, and resume building (minimum of 60 hours per year).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and resumé writing.
- Crisis Management is performed when serious issues of domestic violence, drug and alcohol abuse, mental illness, and other critical problems arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with crises professionally and effectively relieves stress from property managers and keeps the property running smoothly overall.
- Mediation Services are available by appointment; the purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover and vandalism.
- We produce monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.



## Description of Work Processes - continued

### **Social Services Proposal 2: AUSD, 30 Family Units, with individualized Health and Wellness Programs and Services**

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services for a fee of \$1,900 per month (\$22,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable and supportive housing. The California Tax Credit Allocation Committee (CTCAC) recognizes LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services for the Community:

- A Director of Social Services (DSS) dedicates twenty-five hours per month to organizing and implementing programs and activities at the property, as well as providing case management, resource development, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- Educational Classes are held a minimum of two times per month with a set yearly curriculum that includes such topics as computer training, vocational skills, nutrition, health and safety, financial management, exercise, and leadership training (minimum of 84 hours per year).
- Health and Wellness Services and Programs (individualized) are available throughout the month and include such services as Crisis Intervention, Practical Counseling & Emotional Support, Cleanliness & Hygiene Assessment, Eviction Prevention, Government and Insurance Entitlements, and Physical and Mental Health Assessments (60 hours per year per 100 bedrooms).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help senior residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and establishing in home supportive services.
- Crisis Management is performed when serious issues of domestic violence, drug and alcohol abuse, mental illness, and other critical issues arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with individual resident needs helps residents maintain their housing, prevents property managers from burning out, and keeps the property running more smoothly overall by addressing crises professionally and effectively.
- Mediation Services are available by appointment. The purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover.

## **Description of Work Processes - continued**

- We produce bi-monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.

LifeSTEPS' services result in tangible benefits for residents, as well as relief from issues of fair housing, confidentiality, liability, and the inherent problem of conflicts of interest when ownership or property management attempts to perform social services for residents.

### **E. Specific Approach to Services for Area 4:**

For the FSS program, LifeSTEPS would provide monthly evening workshops, two hours each, on self-sufficiency, including life skills discussion groups for FSS participants who are parents, with topics to include parenting, schooling, relationship management and a separate life skills discussion group for FSS participants without children. Topics and resources will be relevant to helping clients successfully reach the goals of their ITSP and to help the Housing Authority reach their Logic Model goals. LifeSTEPS' case manager will also provide limited in person or by phone counseling/information and referrals to FSS clients, as referred by AHA staff.

### **F. Specific Approach to Services for Area 5:**

While LifeSTEPS began as a service provider to residents of affordable housing, since 2010 LifeSTEPS has moved into a wider array of services, including supportive services for mentally ill and formerly homeless individuals and families, NPLH, MHP, VHHP, HUD, Section 8, PBV, VASH, SRO, and MHSA projects. We are currently the lead service provider for 36 communities that serve formerly homeless individuals and families. We provide resident services to 2,209 units of Santa Clara County HUD housing and 4,549 units of Sacramento Housing Redevelopment Agency housing. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for supportive housing communities. We are the lead service agency with DHS for 237 formerly homeless, mentally ill and disabled individuals living in Los Angeles. We are the lead service provider at four one-hundred percent special needs projects in the Inland Empire, Los Angeles and Sacramento areas. Lastly, our social workers regularly deal with the same issues in affordable housing that afflict the chronically homeless: mental disorders, physical disabilities, histories of physical abuse, substance abuse, insufficient education, and a lack of life skills. We have the history, depth, knowledge, skills, and strength as an organization to work effectively and efficiently with a wide range of resident needs and within the full spectrum of affordable and supportive housing. Please see Exhibit 3: LifeSTEPS' List of Supportive Housing Sites.

## **Description of Work Processes - continued**

### **1. Description of Intensive Case Management Services**

LifeSTEPS will offer all special needs community members housing with Intensive Case Management Services (“ICMS”), including a full array of on-site and off-site services from the County’s Full Service Partners (FSP’s). LifeSTEPS’ Intensive Case Manager will be providing direct services for the homeless residents, at levels appropriate to the needs of each resident. LifeSTEPS’ coordination of both onsite and offsite resources will address mental health challenges, both axis 1 and axis 2 disorders, including but not limited to depression, schizophrenia, and anxiety. Co-occurring disorders, with both mental health and substance abuse components, will be addressed through a battery of services offered by and accessed through the FSP’s, where the residents will also establish and maintain a “health home” for wellness and care. Health care needs will be addressed to support wellness and full recovery through the full range of resources provided though LifeSTEPS and the FSP’s. Low-barrier pre-conditions such as sobriety, income or religious participation are not required to receive services. Housing will be affordable and permanent.

The core of supportive services provided to residents of the PSH units is ICMS with individual case management service plans. LifeSTEPS’ ICM will deliver ICMS directly to all of the special needs residents. Individualized service plans begin with a comprehensive psychosocial assessment of the client, which is conducted face-to-face and includes an evaluation of the client’s medical, psychosocial, environmental, legal and financial situation, their education, strengths, needs and available resources. This assessment is conducted prior to placement and on an ongoing basis to monitor the resident’s changing level of needs. These assessments assist in determining the frequency of visits needed for residents and also provide baseline data to monitor stability and progress towards maintaining PSH. At all times, case managers emphasize the client’s engagement in both the planning and delivery of services, while jointly developing the goals by leading the client through the process, utilizing Housing First evidence-based case management techniques including but not limited to motivational interviewing and client-centered counseling. The primary goals of the individual service plans will be to:

- Stabilize these households in housing
- Assist them in securing an income stream
- Address their mental and physical health needs
- Develop educational and employment opportunities and progress
- Address addiction issues through harm reduction techniques

The individualized service plans include the description of the client’s goals, action steps to reach goals, timeframes for completing goals and disposition of each goal as it is met or changed. The plan is updated at regular intervals to reflect progress made and any new needs identified. Psychosocial re-assessments are completed quarterly as are case management service plans. Additional core ICMS services include:

## Description of Work Processes - continued

- Physical health care: Physical Health Care Services such as primary health care, dental care, and vision care services for residents will be made available to each resident through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her route to and from such physical health care facilities. These services will be provided on an as-needed basis.
- Mental health care: Mental Health Services such as psychiatric, medication, individual/family therapy, group therapy, crisis intervention, and support group services for residents will be made available to each resident through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her transportation route to and from such mental health facilities. These services will be provided on an as-needed basis.
- Substance use services: Substance use services delivered directly by case management staff include individual support using a motivational interviewing approach, individual client meetings that address recovery planning and behavior modification to assist with relapse prevention. Intensive Case Managers also provide interventions through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her route to and from such substance use facilities such as outpatient and inpatient treatment and with voluntary rehab placement, linking the client to the level of substance abuse treatment desired. These services will be provided on an as-needed basis.
- Benefits counseling and advocacy: LifeSTEPS' ICM will assist tenants to secure government benefits for which they are eligible, such as Supplemental Security Income (SSI), SDI, and CalFRESH/SNAP, including collecting documentation and making appeals. These services will be provided on an as-needed basis.
- Education Services: Residents will be offered individualized focus on education and career goals by LifeSTEPS' staff. LifeSTEPS will provide assistance identifying and applying for educational financial aid programs such as GI Bill benefits and financial aid assistance and scholarships. College and vocational education programs will be explored on an individual basis and appropriate application assistance will be provided. In addition, LifeSTEPS ICM will meet one-on-one with residents to coach, support and follow up on the process of seeking and obtaining educational goals.
- Employment Services: Residents will be offered individualized focus on employment counselling and career goals by LifeSTEPS' staff. Individual attention will occur during regular meetings with each resident depending on resident need. LifeSTEPS will also provide on-site educational classes in such subjects as Job Search, Resume Writing, Computer Training, and Interviewing Skills. In addition, Classes are held at least twice per month and change every three months to keep learning alive and vibrant. LifeSTEPS staff will meet one-on-one with residents to coach, support and follow up on the process of seeking and maintaining employment and job training.

## Description of Work Processes - continued

- Other Tenancy Support Services: Services will include, but not be limited to, provision and coordination of a broad array of life skills training as needed or requested by the resident. Typical life skills training will include financial literacy, household maintenance, basic nutrition and cooking, laundry, travel training, and interpersonal communication and relationship issues. In addition, LifeSTEPS' professionally developed curriculum covers many life skills topics. These classes are held at least twice per month and change every three months to keep learning alive and vibrant. Linkages to community based organizations will be provided through warm hand-off referrals and case management follow up.
- LifeSTEPS routinely seeks to partner with local food banks and agencies that provide food commodities and meal services on a monthly basis. In addition, ICMS staff will assist residents with benefit advocacy to obtain programs such as SNAP and/or TANF support on an as-needed basis.

On a continuing basis, ICMs work to assess the effectiveness of the individual case management service plan and how well it is addressing the needs of each special needs resident. LifeSTEPS collects and reports all data by using the Homeless Management Information System ("HMIS") or Coordinated Entry System ("CES"), depending on the agency funding supportive services. Data is collected at baseline (during admission and intake), and throughout residents' tenancy. Detailed case file records are maintained to track the progress of residents and to determine whether they are meeting their individual case management service goals. The data collected is used to effectively evaluate and determine progress, performance, and expected outcomes. These case management service plans are reviewed by supervisors and updated regularly. All plans are subject to quality assurance reviews at regular intervals. As discussed further in this plan, LifeSTEPS' staff will be using the Home Good Standards of Excellence to measure residents' housing and service outcomes.

### **2. Staffing Plan and Budget**

For a 100% special needs project, with 50 units designated for HomeKey-eligible individual adult residents, LifeSTEPS would estimate 2.50 FTE case managers, a 0.20 FTE program manager and 50 hours per year of clinical supervision, for a total of \$325,000 per year for all services.

LifeSTEPS' Evidence-Based Practices are the foundation of our programs and services, ensuring all services delivered to residents are developed to accommodate potential cultural, trauma-based, and disability related barriers to services. LifeSTEPS considers the unique needs of our special needs residents and provides educational and community support, creating safe and welcoming spaces in transitional and supportive housing. Utilizing the Housing First Model, service plans that acknowledge and respect the resident's personal history are developed and staff consistently examine housing spaces, food, printed materials and personal care items for cultural relevance.

## Description of Work Processes - continued

LifeSTEPS' staff is well trained in understanding the specific cultural needs and issues of all individuals and families currently living in poverty, including the formerly homeless population. Services provided are culturally appropriate and specific to the homeless and low-income populations, as well as many different linguistic and cultural backgrounds, including sexual orientation, gender identities, and gender expressions. Significant training is provided to staff that includes cultural competency, diversity and conflict resolution, as well as interpersonal and cross-cultural communication through our Training Academy, policies and procedures, weekly training calls, and in quarterly in-person trainings. In addition, we routinely enroll our ICMS staff in the training module "Cultural Diversity" offered by a leading Homeless Health Care Agency. Staff includes formerly homeless individuals as well as those who are enjoying on-going recovery from chemical dependency and mental illness. Translation and interpretation services for languages other than those stated above are available through partner agencies and technology. In addition LifeSTEPS will provide accommodations for individuals with sensory disabilities.

As part of LifeSTEPS' Housing First philosophy, our staff are trained to utilize a harm-reduction approach to dealing with potentially self-destructive behaviors such as drug and alcohol use. This philosophy recognizes the potential of drug and alcohol use and addiction as part of a resident's life and trains staff to engage in nonjudgmental communication regarding substance use. Educational materials are offered to help mitigate risky behaviors and engage in safer practices. If the resident chooses, LifeSTEPS staff will connect the resident to evidence-based treatment opportunities.

LifeSTEPS' staff is trained on harm reduction practices within 90 days of hire, prior to lease up and on an ongoing basis by supervisors. In-person or on-line training similar to that provided by the US Department of Housing and Urban Development entitled HUD Curriculum: Preventing and Managing Conflict & Crisis (<https://www.hudexchange.info/resources/documents/SHPCrisisConflict.pdf>).

Training includes (1) Strategies for Crisis Prevention including knowing our own response, observation and assessment skills to predict conflict, vehicles for communication and the rolls of staff (2) Responding to physical conflicts including overview of the assault cycle: triggering phase, escalation phase, crises phase, recovery phase and post crisis and the corresponding interventions at each stage (3) Conflict/Crisis Case studies that focus on acute vs. non-acute situations, voluntary vs. Involuntary hospitalizations, suicide crisis, psychiatric decompensation, medical crisis, substance-induced crisis and house rule and lease violations and finally, programmatic interventions.

## **Description of Work Processes - continued**

### **3. Years of Experience**

LifeSTEPS has been providing supportive services to individuals who qualify as “Homekey target populations” since 2010 as delineated in our Exhibit 3, List of Supportive Housing Sites.

### **4. Collaboration with Property Management**

LifeSTEPS is an active proponent of the “Housing First” model and is dedicated to providing the maximum effort possible in assisting residents to follow leasing rules and avoid eviction. When leasing issues that might endanger a resident’s ability to maintain their housing become known, LifeSTEPS staff works closely with property management staff, the resident, and other involved service provider partners to help resolve issues that threaten housing stability. LifeSTEPS staff may arrange for joint case conferencing with the resident and property management staff to discuss issues, identify solutions, and assign action steps to resolve threats to housing. Potential warning signs of lease violations may be identified early on through regular contact with residents, casual staff observations, as well as collaborative efforts and discussions between property management staff and LifeSTEPS’ staff. These early intervention strategies may act as a deterrent to future lease violations. If residents should become delinquent in rent or have multiple housekeeping issues brought to the attention of LifeSTEPS staff as potential lease violations, staff will supplement individual resident services already in place so as to strengthen support and avoid a lease violation leading to eviction. The implementation of these additional services is geared toward helping clients address issues that may put them at risk of eviction. LifeSTEPS and property management staff will work together to educate residents about the issues presented and together as a team will create a plan to assist the resident in coming back into lease compliance. It is hoped that property management staff will allow for flexibility in negotiating a plan that assists the resident in catching up on late rent payments and resolving lease violations. LifeSTEPS’ staff is trained in how to assist in tenant retention during periods of resident substance use; periods of hospitalization that might affect timely rent payments; privacy and confidentiality of residents; assisting with appropriate communication between property management and service providers to preserve tenancies; ensuring safety and security of staff and residents; and appropriate responses to resident crises. LifeSTEPS also has a unique Client Assistance Program utilizing funding secured from private donors, foundations, and corporations to help stabilize and prevent loss of housing for residents. These funds allow, at times and with constraints, LifeSTEPS to provide emergency rental assistance to individuals and families, thus allowing them to maintain housing while looking for a job, recovering from an illness and cutting expenses. Property management will need to be committed to clear, fair and consistent enforcement of lease violations and visitor policies; on-site smoking ordinances; reliable and responsive building maintenance and tenant maintenance requests; support and development of good relationships between staff and tenants, the surrounding community and first responders; and clear policies regarding zero tolerance for violence

## **Description of Work Processes - continued**

or damage to property. All of these policies are written into our Policies and Procedures Manual and are reinforced in training and supervision meetings with staff.

### **5. Staff Licensure**

Craig Gillett is a licensed Marriage and Family Therapist. Many of our staff and supervisors hold master's degrees in Social Work or Psychology. We also hire licensed LMFT's and LCSW's to provide clinical supervision. Currently, Brittany Dennis, LCSW is providing clinical support to ICM's throughout the ICMS portfolio.





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## Part 7 – Customer Service

### A. Key Contacts for Problem Resolution

#### **Key Contacts:**

- Primary Contact: Ann Elias, Director of Community and Resident Services, 916-969-8479, Ann@LifeSTEPSusa.org
- Secondary Contact: Beth Southorn, Executive Director, 916-730-8721, Beth@LifeSTEPSusa.org

While Ann and Beth are always available to step in, we have a protocol in place for the low-level issues that arise on site regularly. In these cases, when minor problems arise, we ask that the issue be elevated through the appropriate levels, following the mutually agreed upon protocol we establish with property management companies in advance (JSCo and others are of similar minds on the subject). In other words, if property management is having an issue with LifeSTEPS' staff or a resident, we ask that the property manager first try to work this out with the LifeSTEPS' staff member on site. If this is unsuccessful, the issue would be elevated to LifeSTEPS' supervisors who would in turn work to resolve the issue with on-site or regional property management staff. If our supervisor is unsuccessful, our Director of Community and Resident Services would step in and try to resolve the problem. Our Executive Director, Beth Southorn, is always available to help mediate situations if our supervisors and Director of Community and Resident Services are unsuccessful.

## **Part 7 – Customer Service - continued**

### **B. LifeSTEPS’ Philosophy in Serving Vulnerable Populations**

The STEP in LifeSTEPS stands for ‘Skills Training and Educational Programs’ and this is the heart of our mission. We believe community development is built ‘One STEP at a time.’ Our vision is that every person served by LifeSTEPS will be empowered with the skills, education, resources, and support to maintain stable housing and break the cycle of poverty.

Our founders believe that building affordable housing is only the first step. It is also essential to provide meaningful programs that empower people to move forward in their lives. LifeSTEPS believes that affordable and supportive housing, with meaningful and effective Housing First resident services, offer the best chance available to help the homeless stay housed and to keep our low-income workforce stable, healthy and thriving. Our approach to services is to address both individual and community needs to maintain stable housing. With a combination of service coordination, case management (for those in need of more consistent attention), and crisis intervention, we are ready to address individual resident needs quickly and efficiently. With group educational classes, mediation services and social events, we support the community as a whole to feel invested, connected, and safe in their homes and with their neighbors. We know from experience the crucial role that service coordination and case management play in stabilizing housing.

We value the bond of trust between service provider and resident, a human relationship of care, with professional boundaries, that often means the difference between housing success and failure. Evidence-based techniques including but not limited to Critical Time Intervention, Trauma-Informed Care, Motivational Interviewing, Voluntary Moving-on Strategies, Peer Support, and Harm Reduction Techniques are utilized throughout our programs and services and are included in all aspects of our comprehensive staff training program.

## **Part 7 – Customer Service - continued**

### **C. Resolution of Issues Brought Forth by AHA**

When AHA raises a concern, we will work immediately (within 24 hours) with the key individuals involved to determine the facts of the situation so we can get to the root cause of the issue. We will also be assessing the level of urgency and applying our triage plan, as discussed below, to make sure we are applying staffing resources appropriately. After assessing the situation carefully, we will then provide ideas and resources to implement the best solution possible as quickly as possible. Once a solution has been implemented, we remain committed to evaluating the outcome and making appropriate adjustments if needed. During this process, if a resident is involved, we will obtain a Release of Information so we can then discuss the matter directly with AHA, seeking feedback and final resolution. We understand the need to be flexible and adapt within the scope of our role as service provider. We are dedicated to serving residents and the AHA team with excellence.

We currently have a very strong partnership with AHA, and when something needs to be addressed, we collaboratively approach the problem by listening, engaging and acting with efficiency and effectiveness to solve the issue. LifeSTEPS has adopted the Oz Principles as a guiding initiative to ‘see, own, solve and do’ when it comes to problem solving and overcoming barriers. This means that LifeSTEPS staff are dedicated to rising above circumstances and demonstrating the personal and collective accountability necessary to achieve the desired resolution.

### **D. Method for Triageing Resident Needs**

When the LifeSTEPS team receives numerous requests for services, we have a triage plan in place that filters the issues down to staff assigned to the AHA properties. The appropriate DSS is identified, and the number of current active cases are accessed. Referrals are prioritized based on the immediacy of need and the danger present, i.e., violence, food, mental health, physical health, rental assistance, hoarding, etc. After the initial assessment, we determine if the regional and clinical supervisors are needed to provide additional support for caseloads so the top prioritized cases can be the focus for the DSS.

Once an issue has been assigned to a LifeSTEPS’ staff member, they immediately follow up with the resident to provide necessary education, services, resources and support. There are three DSS’s who currently serve at AHA sites, along with Candice Williams, our regional supervisor and Belinda Lee, our regional director, who collectively work together to ensure optimal delivery of affordable housing resident services. All work with residents provided by the LifeSTEPS team is tracked and documented in the LifeSTEPS database. The LifeSTEPS leadership team and staff meet once a month with the AHA team to discuss resident referrals and to follow up with any further services needed to ensure successful outcomes, even when multiple issues arise at the same time.



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## **Part 8 – Cost Analysis and Budget for Primary Services**

For Area 1, this budget assumes Directors of Social Services (aka, affordable housing case managers) at 2.25 FTEs, one After School Coordinator staffed at 0.25 FTE, and one VASH Case Manager staffed at 0.25 FTE. In addition to Payroll Taxes, Worker's Compensation, Program Insurance, Mileage Reimbursement, etc., we are also including within this overall bid the following: minimal charges for employee training; regional and licensed, clinical supervision at 0.20 FTE; and Program Administration.

While our proposal is in many ways a description of what we are currently providing to AHA, there are a few important distinctions. For Area 1, AHA's new RFP requires a higher FTE than is currently required at the properties (e.g., Rosefield's increased service requirements). Because of this we have proposed an increase of 0.50 FTE to meet the current RFP, which does increase the overall fee accordingly. We have attempted to keep any proportional increases from the current fee structure to a minimum. Second, we are including clinical supervision by a licensed LCSW as part of the overall fee, so that our on-site staff at the affordable sites have two tiers of oversight: regional and licensed clinical supervision. This approach mirrors requirements for case management staffing and oversight in both Los Angeles and Alameda County's intensive case management programs.

LifeSTEPS provides staff members with regularly scheduled, high quality training. LifeSTEPS' Director of Community and Resident Services provides weekly training sessions to Regional Supervisors. Our Regional Supervisors in turn train all their on-site staff members by providing weekly training sessions by telephone and in-person trainings every two months. In addition, we have ongoing training through our LifeSTEPS Training Academy. Our proprietary curricula, forms, and additional training materials are available via our employee only website. LifeSTEPS also provides bi-monthly, quantitative reports of all programs and activities at the property.

This budget also assumes that LifeSTEPS' on-site personnel are entitled to the use of office space with telephone, locking file cabinet, desk, a functioning, well maintained computer and printer, Internet access, and a copy machine. There is an assumption that no cost parking is available on-site or nearby.

No travel time is anticipated; no start-up costs for Area 1 or 2 are anticipated if LifeSTEPS is awarded the contract.

**PRICE PROPOSAL FORM - For AREA 1 ONLY**

Location	Units	LIHTC	In Service	Hours/Month	Year 1			Year 1 Total Annual	Year 2 w/ % Increase	Year 3 w/ % Increase	Year 4 w/ % Increase	Year 5 w/ % Increase	Total 5-year Contract Amount
					Services	Non-Services*	Total						
AUSD	30	Y	2026	?								\$34,800.00	\$34,800.00
Anne B Diamant	65		Current	20	\$1,380.00	\$27.00	\$1,407.00	\$16,884.00	\$17,390.52	\$17,912.24	\$18,449.60	\$19,003.09	\$89,639.45
Independence Plaza	186		Current	70	\$4,830.00	\$27.00	\$4,857.00	\$58,284.00	\$60,032.52	\$61,833.50	\$63,688.50	\$65,599.16	\$309,437.67
China Clipper	26		Current	10	\$690.00	\$27.00	\$717.00	\$8,604.00	\$8,862.12	\$9,127.98	\$9,401.82	\$9,683.88	\$45,679.80
Eagle Village	36		Current	12	\$828.00	\$27.00	\$855.00	\$10,260.00	\$10,567.80	\$10,884.83	\$11,211.38	\$11,547.72	\$54,471.73
Esperanza	120		Current	50	\$3,450.00	\$27.00	\$3,477.00	\$41,724.00	\$42,975.72	\$44,264.99	\$45,592.94	\$46,960.73	\$221,518.38
Everett Commons	20	Y	Current	56	\$3,864.00	\$27.00	\$3,891.00	\$46,692.00	\$48,092.76	\$49,535.54	\$51,021.61	\$52,552.26	\$247,894.17
Littlejohn Commons	31	Y	Current	48	\$3,312.00	\$27.00	\$3,339.00	\$40,068.00	\$41,270.04	\$42,508.14	\$43,783.39	\$45,096.89	\$212,726.45
North Housing Phase	63	Y	2025	?							\$22,800.00	\$23,484.00	\$46,284.00
Parrot Village	50		Current	25	\$1,725.00	\$27.00	\$1,752.00	\$21,024.00	\$21,654.72	\$22,304.36	\$22,973.48	\$23,662.70	\$111,619.27
Parrot Gardens	8		Current										
Rosefield Village <small>NOTE (1) Below</small>	92	Y	2022	40	\$11,959.77	\$27.00	\$11,986.77	\$143,841.24	\$148,156.48	\$152,601.17	\$157,179.21	\$161,894.58	\$763,672.68
Scattered Sites	34		Current	12	\$828.00	\$27.00	\$855.00	\$10,260.00	\$10,567.80	\$10,884.83	\$11,211.38	\$11,547.72	\$54,471.73
<b>Totals</b>						\$270.00	\$33,136.77	\$397,641.24	\$409,570.48	\$421,857.59	\$457,313.32	\$505,832.72	\$2,192,215.35

**\*Non-Services Expenses Include:**

Laptops - 1 per FTE

Cellphone - 1 per FTE

Office Supplies (monthly)

Other: (please list)

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**NOTE (1):** Rosefield Village is 40 hours per WEEK, not per month, per the RFP Scope of Services. LifeSTEPS has based their price proposal on 40 hours per week, or 173.33 hours per month.



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## Part 9 – References

Please feel free to contact any of the below references:

La Shelle Dozier, Executive Director  
**Sacramento Housing and Redevelopment Agency**  
LDozier@shra.org  
916-440-1330

Leepi Shimkhada, MPP  
Director, Housing and Services  
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**LA County Department of Health Services**  
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213-833-5350

Don Lusty  
Director of Development  
**The John Stewart Company**  
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Geoff Brown  
President  
**USA Properties Fund, Inc.**  
gbrown@usapropfund.com  
916-759-2475

**LifeSTEPS List of Communities**

	<b>Project Name</b>	<b>Type</b>	<b>Services Provided</b>	<b>Years of Service</b>
1	127th Street	Special Needs	Resident Service Coordination (RSC) for Affordable and Supportive Housing	3.29
2	Academy Hall	Multi Family	RSC for Affordable Housing	4.29
3	Acts Cyrene	Multi Family	RSC for Affordable Housing	1.96
4	AHA Scattered Sites	Mixed Use	RSC for Affordable Housing	5.38
5	Alegre	Multi Family	RSC for Affordable Housing	6.12
6	Almaden Family	Multi Family	RSC for Affordable Housing	13.71
7	Amanda Park	Senior	RSC for Affordable Housing	10.12
8	Anchor Village	Special Needs	RSC for Affordable and Supportive Housing	2.54
9	Andalucia Heights	Multi Family	RSC for Affordable Housing	11.04
10	Anne B. Diamant Plaza	Senior	RSC for Affordable Housing	5.38
11	Arbor Creek Family	Multi Family	RSC for Affordable Housing	8.20
12	Arbor Creek Senior	Senior	RSC for Affordable Housing	6.29
13	Arborpoint	Multi Family	RSC for Affordable Housing	8.54
14	Argyle	Multi Family	RSC for Affordable Housing	7.21
15	Arrowhead Vista	Special Needs	RSC for Affordable and Supportive Housing	7.12
16	Asbury Place	Multi Family	RSC for Affordable Housing	0.75
17	Ashford Heights	Multi Family	RSC for Affordable Housing	0.75
18	Avenida Espana Gardens	Senior	RSC for Affordable Housing	9.87
19	Avian Glen	Multi Family	RSC for Affordable Housing	9.87
20	Bartlett Commons	Multi Family	RSC for Affordable Housing	3.37
21	Bel Vue	Multi Family	RSC for Affordable Housing	2.04
22	Bellflower Terrace	Senior	RSC for Affordable Housing	5.55
23	Belmont Meadows	Multi Family	RSC for Affordable Housing	13.87
24	Bendorf Drive	Multi Family	RSC for Affordable Housing	10.96
25	Big Trees	Senior	RSC for Affordable and Supportive Housing; Case Management Services (CMS) for Special Needs Residents	7.78
26	Blessed Rock	Senior	RSC for Affordable Housing	20.87
27	Blossom River Way	Multi Family	RSC for Affordable Housing	10.96
28	Blue Mountain Senior Villas	Senior	RSC for Affordable and Supportive Housing	6.79
29	Bracher Senior	Senior	RSC for Affordable Housing	9.87
30	Bravo Village	Multi Family	RSC for Affordable Housing	5.62
31	Breckenridge Village	Multi Family	RSC for Affordable Housing	0.75
32	Broadway Manor	Multi Family	RSC for Affordable Housing	7.87
33	Broadway Villas	Senior	RSC for Affordable and Supportive Housing; Intensive Case Management Services (ICMS) for Special Needs Residents	6.71
34	Brookfield Place	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	12.46
35	Brookside Crossing	Multi Family	RSC for Affordable Housing	5.12
36	Brookside Senior	Senior	RSC for Affordable Housing	1.87
37	Brush Meadow	Multi Family	RSC for Affordable Housing	0.29
38	Cabrillo Family	Multi Family	RSC for Affordable Housing	6.20
39	Cal Weber 40	Multi Family	RSC for Affordable Housing	4.79
40	Camino Al Oro	Senior	RSC for Affordable Housing	14.87
41	Campina Court	Multi Family	RSC for Affordable Housing	7.78
42	Carolyn	Multi Family	RSC for Affordable Housing	7.66
43	Carson Terrace	Senior	RSC for Affordable Housing	11.71
44	Casa Bella	Multi Family	RSC for Affordable Housing	14.96
45	Casa de Angeles	Multi Family	RSC for Affordable Housing	13.04
46	Cascade Village	Multi Family	RSC for Affordable Housing	4.62
47	Chestnut Square Family Housing	Multi Family	Intensive Case Management Services for Special Needs Residents	1.12
48	Chestnut Square Senior Housing	Senior	Intensive Case Management Services for Special Needs Residents	2.46
49	Cielo Azul	Senior	RSC for Affordable and Supportive Housing	13.12
50	Cinnamon Villas	Senior	RSC for Affordable Housing	8.87
51	Citrea Fullerton Family	Multi Family	RSC for Affordable Housing	3.04
52	Clara Court	Senior	RSC for Affordable Housing	5.87
53	Clarendon Street	Multi Family	RSC for Affordable Housing	10.96
54	Cloverdale Family	Multi Family	RSC for Affordable Housing	2.79

**LifeSTEPS List of Communities**

	<b>Project Name</b>	<b>Type</b>	<b>Services Provided</b>	<b>Years of Service</b>
55	Colina Vista	Multi Family	RSC for Affordable Housing	7.54
56	Copper Square	Multi Family	RSC for Affordable Housing	3.79
57	Copperstone I	Multi Family	RSC for Affordable Housing	12.12
58	Coral Mountain	Multi Family	RSC for Affordable Housing	7.46
59	Corcoran Garden	Multi Family	RSC for Affordable Housing	7.66
60	Cordova	Multi Family	RSC for Affordable Housing	10.71
61	Cornerstone Place	Multi Family	RSC for Affordable Housing	1.46
62	Coronado Palms	Multi Family	RSC for Affordable Housing	4.12
63	Cottage Estates	Multi Family	RSC for Affordable Housing	20.26
64	Cottonwood Place	Multi Family	RSC for Affordable Housing	11.37
65	Courson Arts Colony East	Multi Family	RSC for Affordable and Supportive Housing	2.41
66	Courson Arts Colony West	Multi Family	RSC for Affordable and Supportive Housing	2.21
67	Creekside Village	Senior	RSC for Affordable Housing	16.12
68	Crenshaw Family	Multi Family	RSC for Affordable Housing	4.62
69	Crescent City Senior	Senior	RSC for Affordable Housing	6.79
70	Crescent Village & Los Angeles Village	Multi Family	RSC for Affordable Housing	21.04
71	Curtis Park Court	Senior	RSC for Affordable Housing	5.37
72	Cypress Gardens	Senior	RSC for Affordable Housing	11.87
73	Cypress Pines	Multi Family	RSC for Affordable Housing	1.71
74	Daybreak	Multi Family	RSC for Affordable Housing	15.87
75	DeRose Gardens	Senior	RSC for Affordable Housing	9.87
76	Desert Gardens	Multi Family	RSC for Affordable Housing	15.96
77	Dublin Ranch Senior	Senior	RSC for Affordable Housing	0.42
78	Edgewater (Riverview)	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
79	El Palmar	Multi Family	RSC for Affordable Housing	16.71
80	El Parador	Senior	RSC for Affordable Housing	10.04
81	El Segundo Boulevard	Special Needs	RSC for Affordable and Supportive Housing	3.29
82	Elizabeth Court	Multi Family	RSC for Affordable Housing	5.87
83	Ellis Terrace	Multi Family	RSC for Affordable Housing	0.21
84	Espira	Multi Family	RSC for Affordable Housing	3.37
85	Esperanza	Multi Family	RSC for Affordable Housing	5.38
86	Ethan Terrace	Multi Family	RSC for Affordable Housing	4.87
87	Ethel Arnold Bradley	Multi Family	RSC for Affordable Housing	0.12
88	Eucalyptus Sites	Multi Family	RSC for Affordable Housing	5.79
89	Everett Commons	Multi Family	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	3.46
90	Fair Plaza	Senior	RSC for Affordable Housing	13.62
91	FAME Senior	Senior	RSC for Affordable Housing	7.46
92	Fiore Gardens	Multi Family	RSC for Affordable Housing	0.21
93	First Street	Multi Family	RSC for Affordable Housing	1.87
94	Florence	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.29
95	Florence Janss	Senior	RSC for Affordable Housing	0.21
96	Flores Del Valle	Multi Family	RSC for Affordable Housing	14.71
97	Flower Terrace	Senior	RSC for Affordable Housing	8.71
98	Forestwood at Folsom Family	Multi Family	RSC for Affordable Housing	9.21
99	Fountain View	Multi Family	RSC for Affordable Housing	2.79
100	Garden Valley Homes I	Mixed Use	RSC for Affordable Housing	3.62
101	Garden View Terrace (Los Feliz 20)	Multi Family	RSC for Affordable Housing	6.79
102	Garden View Terrace (Los Feliz 51)	Multi Family	RSC for Affordable Housing	6.79
103	Garden Village	Multi Family	RSC for Affordable Housing	6.71
104	Garvey Court Senior	Senior	RSC for Affordable Housing	2.04
105	Geo	Multi Family	RSC for Affordable Housing	1.04
106	Gibson Oaks	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	7.78
107	Gold Country Village	Senior	RSC for Affordable Housing	4.12
108	Gran Casa Linda	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
109	Green Valley Homes	Multi Family	RSC for Affordable Housing	2.87



**LifeSTEPS List of Communities**

	<b>Project Name</b>	<b>Type</b>	<b>Services Provided</b>	<b>Years of Service</b>
110	Haciendas I and II	Multi Family	RSC for Affordable Housing	0.79
111	Harbor View	Multi Family	RSC for Affordable Housing	1.71
112	Hastings Park	Multi Family	RSC for Affordable Housing	0.75
113	Helzer Court	Multi Family	RSC for Affordable Housing	10.96
114	Hemlock Family	Multi Family	RSC for Affordable Housing	8.12
115	Heritage Park at Arcadia	Senior	RSC for Affordable Housing	16.87
116	Heritage Park at Cathedral	Senior	RSC for Affordable Housing	16.71
117	Heritage Park at Glendale	Senior	RSC for Affordable Housing	16.87
118	Heritage Park at Hilltop	Senior	RSC for Affordable Housing	17.04
119	Heritage Park at Monrovia	Senior	RSC for Affordable Housing	16.87
120	Heritage Park Woodman	Senior	RSC for Affordable Housing	16.87
121	Heritage Place at Tustin	Senior	RSC for Affordable Housing	16.96
122	Hollenbeck Terrace	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	5.87
123	Hovley Gardens	Multi Family	RSC for Affordable Housing	11.37
124	Huff Gardens	Multi Family	RSC for Affordable Housing	10.96
125	Huntington Plaza	Senior	RSC for Affordable Housing	8.54
126	Independence Plaza	Senior	RSC for Affordable Housing	5.38
127	Jamestown Terrace	Multi Family	RSC for Affordable Housing	1.12
128	John Burns Gardens	Senior	RSC for Affordable Housing	9.87
129	Julian Gardens	Multi Family	RSC for Affordable Housing	10.12
130	Kelseyville Family	Multi Family	RSC for Affordable Housing	0.29
131	Kennett Court	Multi Family	RSC for Affordable Housing	0.37
132	Kings Manor	Multi Family	RSC for Affordable Housing	14.46
133	Klamath (Deborah Blg.)	Multi Family	RSC for Affordable Housing	11.87
134	Klamath (Halford Blg.)	Multi Family	RSC for Affordable Housing	11.87
135	Klamath (Miramar Blg.)	Multi Family	RSC for Affordable Housing	11.87
136	Klamath (Poinciana Blg.)	Multi Family	RSC for Affordable Housing	11.87
137	Klamath Gardens (Klamath Blg.)	Multi Family	RSC for Affordable Housing	11.87
138	La Brea Gardens	Multi Family	RSC for Affordable Housing	11.12
139	La Paz	Special Needs	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.12
140	La Valentina	Multi Family	RSC for Affordable Housing	9.29
141	Lakeview I	Multi Family	RSC for Affordable Housing	9.04
142	Lakeview II	Multi Family	RSC for Affordable Housing	9.04
143	Las Brisas	Multi Family	RSC for Affordable Housing	14.79
144	Las Serenas	Senior	RSC for Affordable Housing	18.87
145	Las Ventanas	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.62
146	Laurel Grove Family	Multi Family	RSC for Affordable and Supportive Housing	2.87
147	Legacy Family	Multi Family	RSC for Affordable Housing	9.37
148	Leggett Court	Multi Family	RSC for Affordable Housing	0.21
149	Lenzen Gardens	Senior	RSC for Affordable Housing	11.87
150	Liberty at Aliso	Senior	RSC for Affordable Housing	2.29
151	Linda Vista Ivanhoe	Multi Family	RSC for Affordable Housing	5.61
152	Linda Vista Senior	Senior	RSC for Affordable Housing	8.37
153	Lindsay Family	Multi Family	RSC for Affordable Housing	15.87
154	Littlejohn Commons	Senior	RSC for Affordable Housing	3.37
155	Live Oaks Garden	Multi Family	RSC for Affordable Housing	5.87
156	Loma Linda Commons	Multi Family	RSC for Affordable Housing	6.79
157	Loma Linda Terrace	Senior	RSC for Affordable Housing	6.79
158	Loma Linda Veterans Village	Special Needs	RSC for Affordable and Supportive Housing	2.54
159	Los Arboles	Multi Family	RSC for Affordable Housing	14.46
160	Los Olivos	Multi Family	RSC for Affordable Housing	5.46
161	Los Vientos	Multi Family	RSC for Affordable Housing	12.12
162	Lotus Landing	Multi Family	RSC for Affordable Housing	4.62
163	Lucretia Gardens	Multi Family	RSC for Affordable Housing	10.12
164	Luminaira Family Irvine Housing	Multi Family	RSC for Affordable Housing	4.37

**LifeSTEPS List of Communities**

	<b>Project Name</b>	<b>Type</b>	<b>Services Provided</b>	<b>Years of Service</b>
165	Luxaira (D1 Senior)	Senior	RSC for Affordable Housing	3.37
166	MacArthur	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	7.96
167	Main Street Plaza	Multi Family	RSC for Affordable and Supportive Housing	0.54
168	Manzanilla Terrace	Multi Family	RSC for Affordable Housing	11.54
169	Manzanita Garden	Multi Family	RSC for Affordable and Supportive Housing	4.46
170	Marina	Multi Family	RSC for Affordable Housing	16.04
171	Maywood Villas	Senior	RSC for Affordable Housing	14.12
172	McCloud River	Multi Family	RSC for Affordable Housing	7.46
173	McFarland Sites	Mixed Use	RSC for Affordable Housing	5.79
174	Meadowbrook	Multi Family	RSC for Affordable Housing	7.70
175	Medici Artist Lofts	Multi Family	RSC for Affordable Housing	0.37
176	Mercado	Multi Family	RSC for Affordable Housing	9.21
177	Mercedes	Multi Family	RSC for Affordable Housing	16.04
178	Metro at Western	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	2.21
179	Miley Gardens	Senior	RSC for Affordable Housing	3.37
180	Mirandela Senior	Senior	RSC for Affordable Housing	10.87
181	Mission	Multi Family	RSC for Affordable Housing	9.12
182	Mission Palms Senior	Senior	RSC for Affordable Housing	11.37
183	Mission Village Terrace	Multi Family	RSC for Affordable Housing	20.71
184	Montaira Senior	Senior	RSC for Affordable Housing	0.58
185	Montecito Terrace	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	10.04
186	Monterey Gateway	Senior	RSC for Affordable and Supportive Housing	1.46
187	Monterey Pines	Multi Family	RSC for Affordable Housing	1.71
188	Monterey Street & Benito Street	Multi Family	RSC for Affordable Housing	0.79
189	Moon Gate Plaza	Special Needs	Intensive Case Management Services for Special Needs Residents	1.96
190	Morrone Gardens	Senior	RSC for Affordable Housing	9.87
191	Mosaic	Multi Family	RSC for Affordable Housing	10.04
192	Mustang Peak	Multi Family	RSC for Affordable Housing	4.29
193	Nevada Woods	Multi Family	RSC for Affordable Housing	5.96
194	North Avenue	Multi Family	RSC for Affordable Housing	13.96
195	Northland Village	Multi Family	RSC for Affordable Housing	14.04
196	Northpointe Park	Multi Family	RSC for Affordable Housing	14.29
197	Oak Creek Senior Villas	Senior	RSC for Affordable Housing	1.62
198	Oakhurst	Multi Family	RSC for Affordable Housing	3.21
199	Oakland 34	Senior	RSC for Affordable Housing	7.21
200	Oakwood	Multi Family	RSC for Affordable Housing	10.37
201	Oasis Village	Multi Family	RSC for Affordable Housing	13.87
202	Ocean View Gardens	Multi Family	RSC for Affordable Housing	4.29
203	Oceana	Multi Family	RSC for Affordable Housing	5.79
204	Ontario Emporia Family	Multi Family	RSC for Affordable Housing	1.29
205	Orchard View	Multi Family	RSC for Affordable Housing	15.04
206	Orchard Village	Multi Family	RSC for Affordable Housing	5.87
207	Orchard Villas	Multi Family	RSC for Affordable Housing	11.46
208	Palmer Heights	Multi Family	RSC for Affordable Housing	15.79
209	Palo Verde Terrace	Senior	RSC for Affordable Housing	11.87
210	Park Avenue Senior	Senior	RSC for Affordable Housing	1.46
211	Park Crest	Multi Family	RSC for Affordable Housing	0.12
212	Park Crest	Multi Family	RSC for Affordable Housing	0.12
213	Park Place	Multi Family	RSC for Affordable Housing	8.46
214	Park View Village	Multi Family	RSC for Affordable Housing	16.71
215	Park Villas	Multi Family	RSC for Affordable Housing	0.12
216	Park Villas	Multi Family	RSC for Affordable Housing	0.12
217	Parkside at Sycamore	Multi Family	RSC for Affordable Housing	11.29
218	Parkview Garden	Multi Family	RSC for Affordable Housing	7.70
219	Perris Station	Senior	RSC for Affordable Housing	7.87

**LifeSTEPS List of Communities**

	<b>Project Name</b>	<b>Type</b>	<b>Services Provided</b>	<b>Years of Service</b>
220	Phoenix Park	Multi Family	RSC for Affordable Housing	8.29
221	Pine Knoll	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
222	Pinmore Gardens	Multi Family	RSC for Affordable Housing	9.87
223	Pleasant Valley Pines	Multi Family	RSC for Affordable Housing	3.21
224	Poco Way	Multi Family	RSC for Affordable Housing	10.96
225	Poplar Street	Multi Family	RSC for Affordable Housing	6.79
226	Portola Terrace	Multi Family	RSC for Affordable Housing	8.54
227	Puesta del Sol	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	1.29
228	Quartz Ridge Family	Multi Family	RSC for Affordable Housing	4.96
229	Ramona Park Senior	Senior	RSC for Affordable Housing	7.04
230	Rancho Dorado North	Multi Family	RSC for Affordable and Supportive Housing	11.04
231	Rancho Dorado South	Multi Family	RSC for Affordable Housing	7.78
232	Rancho Niguel	Multi Family	RSC for Affordable Housing	16.04
233	Redwood Square	Multi Family	RSC for Affordable Housing	2.04
234	Regency Court	Senior	RSC for Affordable and Supportive Housing	20.87
235	Ridgecrest Senior	Senior	RSC for Affordable Housing	8.62
236	Ridgeway Studios	SRO	RSC for Affordable and Supportive Housing	7.29
237	Rincon Gardens	Senior	RSC for Affordable Housing	11.37
238	Rippling River	Senior	RSC for Affordable Housing	0.79
239	Riverbank Village	Senior	RSC for Affordable Housing	5.55
240	Riverland	Multi Family	RSC for Affordable Housing	5.87
241	Rivertown	Multi Family	RSC for Affordable Housing	10.96
242	Riverview	Multi Family	RSC for Affordable Housing	14.79
243	Robert Farrell Manor	Multi Family	RSC for Affordable Housing	0.12
244	Rochdale Grange	Multi Family	RSC for Affordable Housing	9.29
245	Rodeo Village	Multi Family	RSC for Affordable Housing	14.46
246	Rosefield Village	Multi Family	RSC for Affordable Housing	3.46
247	Rosena Fountains	Multi Family	RSC for Affordable Housing	3.12
248	Roth	Multi Family	RSC for Affordable Housing	0.21
249	Royale	Multi Family	RSC for Affordable Housing	10.54
250	San Jacinto Villas	Multi Family	RSC for Affordable Housing	11.37
251	San Pedro Gardens	Multi Family	RSC for Affordable Housing	9.87
252	San Remo	Multi Family	RSC for Affordable Housing	11.54
253	Sandstone Village	Multi Family	RSC for Affordable Housing	13.37
254	Santa Fe	Multi Family	RSC for Affordable Housing	10.71
255	Scattered Sites; LA Cnty DHS	Special Needs	Intensive Case Management Services for Special Needs Residents	2.46
256	Senior Manor	Senior	RSC for Affordable Housing	5.94
257	Serenity Villas Senior	Senior	RSC for Affordable Housing	12.12
258	Serrano Woods	Multi Family	RSC for Affordable Housing	1.29
259	Shasta Hotel	SRO	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	3.87
260	Shasta Sites	Multi Family	RSC for Affordable Housing	2.54
261	Shenandoah	Multi Family	RSC for Affordable Housing	0.75
262	Siena	Multi Family	RSC for Affordable Housing	5.37
263	Siena Court	Senior	RSC for Affordable Housing	9.37
264	Sienna Vista aka The Madison	Multi Family	RSC for Affordable Housing	3.21
265	Sierra Sunrise I & II	Senior	RSC for Affordable Housing	16.46
266	Sierra Vista	Senior	RSC for Affordable Housing	4.71
267	Silverado Creek	Multi Family	RSC for Affordable Housing	15.04
268	Singing Wood	Senior	RSC for Affordable Housing	17.96
269	Solaira at Pavilion Park Senior	Senior	RSC for Affordable Housing	6.21
270	Sommerset Place	Multi Family	RSC for Affordable Housing	14.12
271	Sonterra	Multi Family	RSC for Affordable Housing	15.04
272	Summer Hill Place	Multi Family	RSC for Affordable Housing	10.79
273	Summer Terrace	Senior	RSC for Affordable Housing	5.46
274	Suncrest	Multi Family	RSC for Affordable Housing	15.96

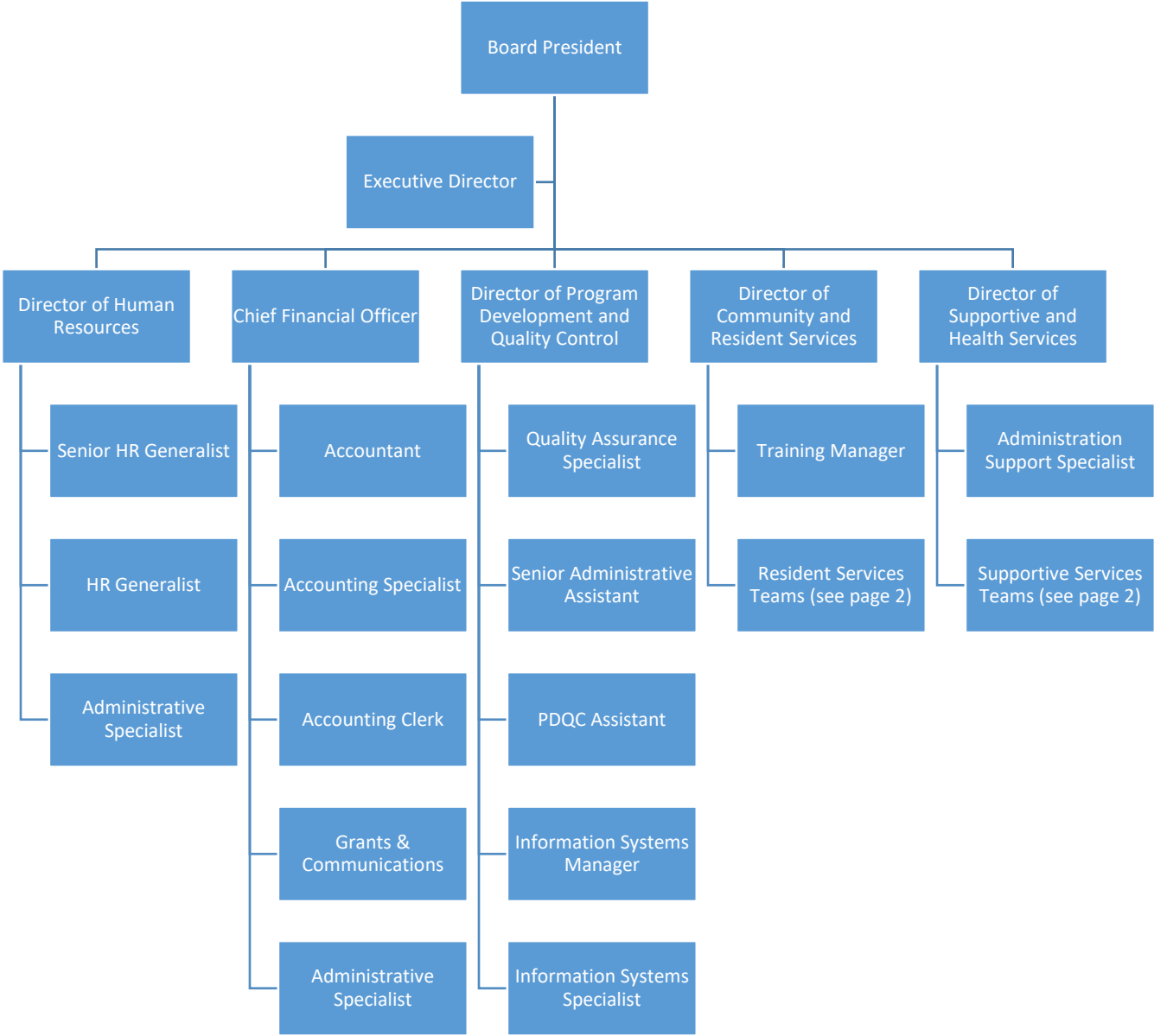
**LifeSTEPS List of Communities**

	<b>Project Name</b>	<b>Type</b>	<b>Services Provided</b>	<b>Years of Service</b>
275	Sunny View	Multi Family	RSC for Affordable Housing	13.87
276	Sunnyside	Multi Family	RSC for Affordable Housing	10.87
277	Sunrise Villas	Senior	RSC for Affordable Housing	9.71
278	Sunset Gardens	Senior	RSC for Affordable Housing	11.87
279	Suterview	Senior	RSC for Affordable Housing	4.71
280	Sycamore Family	Multi Family	RSC for Affordable Housing	9.37
281	Sylmar Court	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	3.62
282	Tafoya Terrace	Senior	RSC for Affordable Housing	0.21
283	Tehachapi Manor II	Senior	RSC for Affordable Housing	3.38
284	Terracina	Multi Family	RSC for Affordable and Supportive Housing	7.21
285	Terracina at Cathedral City	Multi Family	RSC for Affordable Housing	10.29
286	Terracina at Elk Grove	Multi Family	RSC for Affordable Housing	12.46
287	Terracina at Morgan Hill	Multi Family	RSC for Affordable Housing	18.96
288	Terracina at Park Meadows	Multi Family	RSC for Affordable Housing	16.21
289	Terracina at Santa Rosa	Multi Family	RSC for Affordable Housing	13.79
290	Terracina at Springlake	Multi Family	RSC for Affordable Housing	13.79
291	Terracina at Vineyard	Multi Family	RSC for Affordable Housing	10.29
292	Terracina Gold Village 1 & 3	Multi Family	RSC for Affordable Housing	18.87
293	Terracina Gold Village 2	Multi Family	RSC for Affordable Housing	18.87
294	Terracina Meadows	Multi Family	RSC for Affordable Housing	18.04
295	Tesoro Del Valle	Multi Family	RSC for Affordable Housing	14.87
296	The Cascades	Multi Family	RSC for Affordable Housing	0.75
297	The Derby aka Harvey	SRO	RSC for Affordable Housing	3.37
298	The Fairways at San Antonio	Multi Family	RSC for Affordable Housing	9.87
299	The Grove	Multi Family	RSC for Affordable Housing	7.54
300	The Grove at Sunset Court	Multi Family	RSC for Affordable Housing	7.78
301	The Hardin	Multi Family	RSC for Affordable Housing	2.54
302	The Legacy	Multi Family	RSC for Affordable Housing	0.75
303	The Lodge at Morgan Hill	Senior	RSC for Affordable Housing	7.54
304	The Luxe	Multi Family	RSC for Affordable Housing	1.12
305	The Marq at the University	Multi Family	RSC for Affordable Housing	13.71
306	The Meridian	Multi Family	RSC for Affordable Housing	3.72
307	The Surf	Senior	RSC for Affordable Housing	6.71
308	The Vineyards at Menifee	Senior	RSC for Affordable and Supportive Housing	9.29
309	The Willows	Multi Family	RSC for Affordable Housing	9.87
310	Three Oaks	Multi Family	RSC for Affordable Housing	3.87
311	Tilden Terrace	Multi Family	RSC for Affordable Housing	6.57
312	Toscana Family	Multi Family	RSC for Affordable Housing	8.29
313	University Gardens	Multi Family	RSC for Affordable Housing	1.87
314	Valle Verde	Multi Family	RSC for Affordable Housing	16.71
315	Valley Commons East	Multi Family	RSC for Affordable Housing	8.79
316	Valley View Village	Multi Family	RSC for Affordable Housing	5.61
317	Verano	Multi Family	RSC for Affordable Housing	6.37
318	Verbena Crossing	Multi Family	RSC for Affordable and Supportive Housing	21.54
319	Villa Cortina	Multi Family	RSC for Affordable Housing	13.87
320	Villa Encantada	Multi Family	RSC for Affordable Housing	2.71
321	Villa Escondido	Multi Family	RSC for Affordable Housing	14.21
322	Villa Esperanza	Multi Family	RSC for Affordable Housing	13.37
323	Villa Hermosa Senior Housing	Senior	RSC for Affordable Housing	10.04
324	Villa Serena	Multi Family	RSC for Affordable Housing	12.54
325	Villa Siena	Multi Family	RSC for Affordable Housing	13.87
326	Villa Siena Porterville	Multi Family	RSC for Affordable Housing	9.12
327	Village Crossing	Multi Family	RSC for Affordable Housing	20.26
328	Village East	Multi Family	RSC for Affordable Housing	3.87
329	Villas Del Lago	Multi Family	RSC for Affordable Housing	12.96

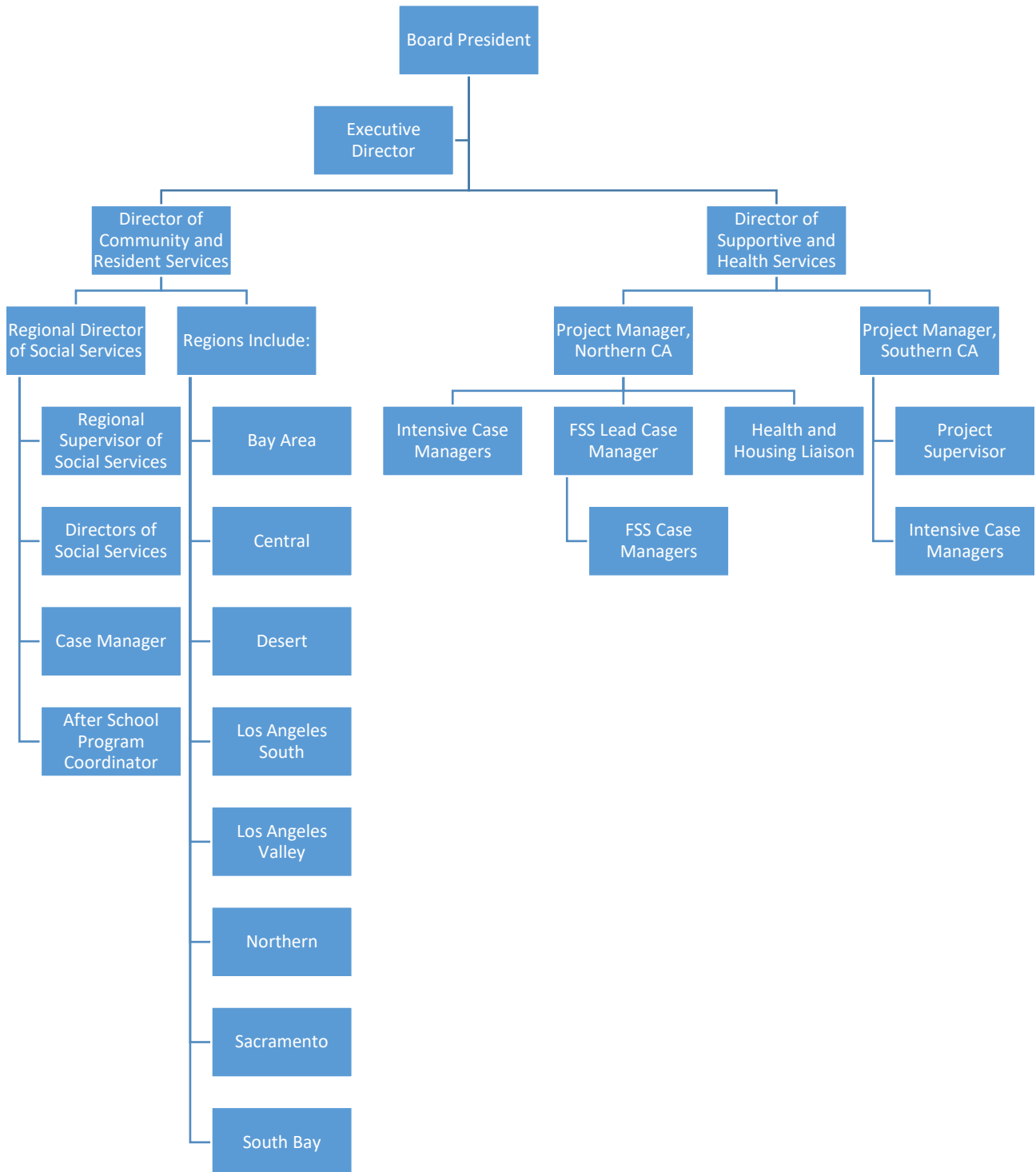
**LifeSTEPS List of Communities**

	<b>Project Name</b>	<b>Type</b>	<b>Services Provided</b>	<b>Years of Service</b>
330	Villas Las Americas	Multi Family	RSC for Affordable Housing	13.04
331	Vintage Aliso	Senior	RSC for Affordable Housing	2.29
332	Vintage at Kendall	Senior	RSC for Affordable and Supportive Housing	8.71
333	Vintage at Laguna	Senior	RSC for Affordable Housing	15.37
334	Vintage at Laguna II Senior	Senior	RSC for Affordable Housing	9.04
335	Vintage at Snowberry Senior	Senior	RSC for Affordable and Supportive Housing	10.12
336	Vintage at Stonehaven	Senior	RSC for Affordable Housing	8.71
337	Vintage Brook	Senior	RSC for Affordable Housing	20.26
338	Vintage Canyon	Senior	RSC for Affordable Housing	20.71
339	Vintage Chateau	Senior	RSC for Affordable Housing	20.29
340	Vintage Chateau II	Senior	RSC for Affordable Housing	9.12
341	Vintage Court	Senior	RSC for Affordable Housing	20.26
342	Vintage Crest	Senior	RSC for Affordable Housing	17.21
343	Vintage Crossing	Senior	RSC for Affordable Housing	19.04
344	Vintage Gardens	Senior	RSC for Affordable Housing	20.87
345	Vintage Grove	Senior	RSC for Affordable Housing	20.87
346	Vintage Knolls	Senior	RSC for Affordable Housing	13.87
347	Vintage Natomas Field	Senior	RSC for Affordable Housing	13.79
348	Vintage Oaks Senior	Senior	RSC for Affordable Housing	11.54
349	Vintage Park	Senior	RSC for Affordable Housing	20.29
350	Vintage Paseo	Senior	RSC for Affordable Housing	16.54
351	Vintage Pointe I	Senior	RSC for Affordable Housing	19.04
352	Vintage Pointe II	Senior	RSC for Affordable Housing	17.04
353	Vintage Shores	Senior	RSC for Affordable Housing	19.04
354	Vintage Square at Westpark	Senior	RSC for Affordable Housing	12.04
355	Vintage Terrace	Senior	RSC for Affordable Housing	20.04
356	Vintage Willow Creek	Senior	RSC for Affordable Housing	18.04
357	Vintage Woods	Senior	RSC for Affordable Housing	20.29
358	Vintage Zinfandel	Senior	RSC for Affordable Housing	18.96
359	Walnut Family	Multi Family	RSC for Affordable Housing	3.04
360	Walnut Grove	Multi Family	RSC for Affordable Housing	0.21
361	Warehouse Artist Lofts	Multi Family	RSC for Affordable Housing	6.62
362	Warthan Place	Multi Family	RSC for Affordable Housing	5.62
363	Warwick Terrace	Multi Family	RSC for Affordable Housing	7.29
364	Washington Plaza	Senior	RSC for Affordable Housing	4.71
365	Western Gardens	Multi Family	RSC for Affordable Housing	0.12
366	Westminster Crossing	Multi Family	RSC for Affordable and Supportive Housing	0.12
367	Westminster Park Plaza	Multi Family	RSC for Affordable Housing	12.54
368	Westminster Senior	Senior	RSC for Affordable Housing	5.57
369	Westside Palm Village	Multi Family	RSC for Affordable Housing	3.04
370	Whispering Palms	Senior	RSC for Affordable Housing	5.46
371	Woodhaven Senior Residence	Senior	RSC for Affordable Housing	6.12
372	Zaninovich Village	Senior	RSC for Affordable Housing	14.46

# LifeSTEPS Organizational Chart



## LifeSTEPS Organizational Chart - Continued



LifeSTEPS' List of Supportive Housing Sites\*

Project Name	Special Needs Population
1 127th Street	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
2 Alegre	Mental Illness and/or Frequent Users of Mental Health Services including Transition Aged Youth; MHSA
3 Anchor Village	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
4 Arrowhead Vista	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
5 Big Trees	Frail Elderly and Disabled Residents; SHRA
6 Blue Mountain Senior Villas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors; MHSA
7 Broadway Villas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
8 Brookfield Place	Residents with Mental Illness and/or Frequent Users of Mental Health Services; MHSA; Cnty of Alameda Behavioral Health Svc
9 Chestnut Square Family Housing	Residents with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Families and Chronically Homeless; MHSA; City of Livermore
10 Chestnut Square Senior Housing	Residents with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; MHSA; City of Livermore
11 Cielo Azul	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
12 Courson Arts Colony East	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
13 Courson Arts Colony West	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
14 Edgewater (Riverview)	Frail Elderly and Disabled Residents; SHRA
15 El Segundo Boulevard	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Homeless Veterans and Chronically Homeless; LA Cnty DHS/DMH
16 Everett Commons	Formerly Homeless Veterans
17 Florence	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless; LA Cnty ODR/DHS/DMH
18 Gibson Oaks	Frail Elderly and Disabled Residents; SHRA
19 Gran Casa Linda	Frail Elderly and Disabled Residents; SHRA
20 Hollenbeck Terrace	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
21 La Paz	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless; LA Cnty DHS/DMH
22 Las Ventanas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
23 Laurel Grove Family	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
24 Loma Linda Veterans Village	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Veterans; VASH
25 MacArthur	Residents with Mental Illness and/or Frequent Users of Mental Health Services; MHSA; Cnty of Alameda Behavioral Health Svc
26 Main Street Plaza	Mental Illness and/or Frequent Users of Mental Health Services including Homeless Veterans; MHSA/VASH
27 Manzanita Garden	At-risk population of low income rural residents; USDA
28 Metro at Western	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Homeless Veterans and Chronically Homeless; LA Cnty DHS/DMH
29 Montecito Terrace	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
30 Monterey Gateway	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
31 Moon Gate Plaza	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; Whole Person Care; Monterey Cnty
32 Pine Knoll	Frail Elderly and Disabled Residents; SHRA
33 Puesta del Sol	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, and Chronically Homeless Seniors; LA Cnty ODR/DHS/DMH
34 Rancho Dorado North	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
35 Regency Court	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
36 Ridgeway Studios	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
37 Scattered Sites; LA Cnty DHS	Individuals and families with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS/DMH
38 Shasta Hotel	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households; Shelter Plus Care; SHRA
39 Sylmar Court	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless Seniors, and Transition Age Youth and Homeless Youth (TAY); LA Cnty DMH/DHS
40 Terracina	Mental Illness and/or Transition Age Youth and Homeless Youth (TAY); LA Cnty DHS
41 The Vineyards at Menifee	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
42 Verbena Crossing	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
43 Vintage at Kendall	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
44 Vintage at Snowberry Senior	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
45 Westminster Crossing	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, and Chronically Homeless; LA Cnty DHS/DMH

\*See Exhibit 1, LifeSTEPS List of Communities for Length of Service



Thank you!

Your Vendor Conflict of Interest Form for **Life Skills Training & Educational Programs, Inc. (LifeSTEPS)** has been submitted on **11/9/2021**. Please print a copy of this screen for your records and to submit with your proposal, if needed.

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# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

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

**5. Rights in Data (Ownership and Proprietary Interest)**

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

**6. Energy Efficiency**

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

**7. Disputes**

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

**8. Contract Termination; Debarment**

**9. Assignment of Contract**

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

**10. Certificate and Release**

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

**11. Organizational Conflicts of Interest**

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

**12. Inspection and Acceptance**

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

## **22. Procurement of Recovered Materials**

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



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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Board of Directors

From: Vanessa Cooper, Executive Director

Prepared By: Vanessa Cooper, Executive Director

Date: December 15, 2021

Re: Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.  
5.A.

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## **BACKGROUND**

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act. All provisions of Executive Order N-29-20 concerning the conduct of public meetings via teleconferencing expired on September 30, 2021.

## **DISCUSSION**

Assembly Bill 361(Chapter 165, Statutes of 2021) (AB 361) was signed into law by the Governor on September 16, 2021, and went into effect immediately. It amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology after the September 30, 2021 expiration of the current Brown Act exemptions as long as there is a "proclaimed state of emergency" by the Governor. This allowance also depends on state or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees. Though adopted in the context of the pandemic, AB 361 will allow for virtual meetings during other proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk. AB 361 will sunset on January 1, 2024.

AB 361 requires the following to continue to conduct teleconferenced meetings:





1. Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment remotely.
2. The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to “address the legislative body directly.” The Alameda Affordable Housing Corporation does not have to provide an in-person option for the public to attend the meeting.
3. The meeting must be conducted “in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.”
4. If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved, even if this means stopping the meeting at that point and continuing all remaining items.
5. The Board of Directors cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
6. Reasonable time for public comment must be provided. If the Board provides a timed public comment period, the public comment period must be left open until the time expires.
7. All votes must be taken by roll call.
8. The Board of Directors must approve a resolution making findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

In light of AB 361, the continuing COVID-19 State of Emergency declared by the Governor, the continuing Local Emergency declared by the City of Alameda, the continuing recommendations by the County of Alameda Health Officer of social distancing as a mechanism for preventing the spread of COVID-19, and the continued threats to health and safety posed by indoor public meetings, staff recommends the Board of Directors adopt the proposed Resolution making the findings required to initially invoke AB 361.

The procedures currently set up for Board of Directors' meetings, which provide public attendance and comment through a call-in or internet-based service option, satisfy the requirements of AB 361. The Executive Director, or designee, will work with the Board to ensure that meeting procedures for all teleconferenced meetings comply with AB 361. Continued reliance will require the Board of Directors to adopt a new resolution making required findings every 30 days.

### **FISCAL IMPACT**

None.

### **CEQA**

N/A

### **RECOMMENDATION**



Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

**ATTACHMENTS**

1. DRAFT RESOLUTION No. 2021-011 - AB 361
2. AB 361.pdf 2021

Respectfully submitted,



Vanessa Cooper, Executive Director

ALAMEDA AFFORDABLE HOUSING CORPORATION

*Resolution No. 2021-011*

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALAMEDA AFFORDABLE HOUSING CORPORATION RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR OF THE STATE OF CALIFORNIA ON MARCH 4, 2021, AND MAKING FINDINGS AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS PURSUANT TO BROWN ACT PROVISIONS, AS AMENDED BY ASSEMBLY BILL NO. 361

WHEREAS, the Alameda Affordable Housing Corporation ("AAHC") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the AAHC's Board of Directors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the AAHC's Board of Directors conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist within the jurisdiction of the AAHC which includes the City of Alameda, specifically, on March 17, 2020 the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, as a result of the COVID-19 pandemic the California Department of Health and the Health Officer of the County of Alameda continue to recommend measures to promote social distancing. Additionally, On March 17, 2020, in response to the COVID-19 pandemic, the City Council of the City of Alameda, declared a local emergency as set forth in Ordinance No. 3267; and

WHEREAS, the Board of Directors does hereby find that the COVID-19 pandemic has caused, and will continue to cause, imminent risk to the health and safety of attendees meeting in person for a Board of Directors' meeting, and the COVID-19 pandemic has caused conditions of peril to the safety of persons within the jurisdiction of the AAHC that are likely to be beyond the control of services, personnel, equipment, and facilities of the AAHC, and desires to ratify the proclamation of a local emergency by the City of Alameda, ratify the proclamation of a state of emergency by the Governor of the State of California and ratify the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing; and

WHEREAS, as a consequence of the local emergency and state of emergency the Board of Directors does hereby find that the Board of Directors of the AAHC shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Board of Directors shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code section 54953; and

WHEREAS, when holding teleconferenced meetings under abbreviated teleconferencing procedures permitted under the Brown Act, the AAHC will ensure access for the public by complying with all requirements set forth in Government Code section 54953(e), including, but not limited to, giving notice of the meeting and posting agendas, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ALAMEDA AFFORDABLE HOUSING CORPORATION DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Reconsideration. The Board hereby reconsiders the circumstances of the state of emergency.

Section 3. Ratification of the City of Alameda's Proclamation of a Local Emergency. The Board hereby ratifies the City of Alameda's proclamation of a Local Emergency as set forth in Ordinance No. 3267 adopted on March 17, 2020.

Section 4. Ratification of the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing. The Board hereby finds that state and local officials continue to recommend measures to

promote social distancing. The Board further hereby ratifies the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing and finds that, as a result of the state of emergency, meeting in person would present imminent risk to the health or safety of attendees.

Section 5. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020, and hereby finds that the state of emergency continues to directly impact the ability of the Board of Directors and members of the public to meet safely in person.

Section 6. Remote Teleconference Meetings. The AAHC's Executive Director, and designee, and the Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continued teleconferencing and conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 7. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the adoption of this Resolution, or, (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of the AAHC may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED by the Board of Directors of the Alameda Affordable Housing Corporation this 15th day of December, 2021, by the following vote:

AYES:

NOES:

ABSETENTIONS:

ABSENT:

ATTEST:

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Vanessa M. Cooper, Secretary  
Board of Directors

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Carly Grob, President  
Board of Directors

Adopted: December 15, 2021

## Assembly Bill No. 361

### CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with  
Secretary of State September 16, 2021.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor’s Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and



to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

*The people of the State of California do enact as follows:*

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body



shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

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