

EMERGENCY SOLUTIONS SUBCONTRACT

36677

1
2
3 THIS EMERGENCY SOLUTIONS SUBCONTRACT (this "Subcontract") is
4 made and entered, in duplicate, as of July 10, 2023 for reference purposes only, pursuant
5 to a minute order adopted by the City Council of the City of Long Beach at its meeting on
6 June 13, 2023, by and between INTERVAL HOUSE, a California nonprofit corporation
7 ("Organization"), with offices located at 6615 E. Pacific Coast Hwy, Suite 170, Long Beach,
8 CA 90803, and the CITY OF LONG BEACH, a municipal corporation (the "City").

9 WHEREAS, the City has received a grant from the U.S. Department of
10 Housing and Urban Development ("HUD") for a program to provide emergency housing,
11 rapid re-housing, and street outreach assistance for homeless individuals and families and
12 homelessness prevention assistance for individuals and families at risk of homelessness;
13 and

14 WHEREAS, as part of the 2022 Emergency Solutions Grants Agreement
15 ("Grant Agreement") the City is required to enter into subcontracts with organizations that
16 provide emergency housing, rapid re-housing, homelessness prevention assistance, and
17 street outreach to eligible residents of the City who are homeless or at risk of
18 homelessness, and the City has selected Organization as a sub-recipient of grant funds;
19 and

20 WHEREAS, Organization provides emergency housing, rapid re-housing,
21 street outreach, or homelessness prevention assistance to eligible residents of the City;
22 and

23 WHEREAS, City wishes to support these services by providing Emergency
24 Solutions Grants Program funds; and

25 WHEREAS, the City Council has authorized the City Manager to enter into a
26 Subcontract with Organization that provides grant funding within a maximum amount and
27 program accountability by the City; and

28 WHEREAS, Organization agrees to provide the specialized services as

1 described in Request for Proposals No. HE-23-190 to provide operation and supportive
2 services for homeless prevention and rapid rehousing;

3 NOW, THEREFORE, in consideration of the terms and conditions contained
4 herein, the parties agree as follows:

5 Section 1. The above recitals are true and correct and are incorporated in
6 the Subcontract.

7 Section 2.

8 A. Organization shall provide emergency shelter in conjunction
9 with essential services to homeless residents of the City, rapid re-housing
10 assistance to homeless residents of the City, street outreach services to homeless
11 residents of the City, or homelessness prevention assistance to residents of the City
12 who are at risk of homelessness based on Intake and Assessment, in accordance
13 with all of the following, which are incorporated herein by this reference:

14 1. 24 CFR Ch. V (4-1-17 Edition) Part 576 Homeless
15 Emergency Assistance and Rapid Transition to Housing: Emergency
16 Solutions Grants Program; and

17 2. CFR Title 2, Subpart A, Part 200 - Uniform
18 Administrative Requirements, Cost Principles, and Audit Requirements for
19 Federal Awards, 1-1-17 Edition, also known as the OMB Super Circular
20 (which supersedes requirements from OMB Circular A-110, A-122 and A-
21 133); and

22 3. The following exhibits, which are all attached hereto
23 and incorporated herein by reference- Attachment "A" entitled "Scope of
24 Work" and "RFP No. HE-23-190", Attachment "B" entitled "Budget",
25 Attachment "C" entitled "Award Identification" Attachment "D" entitled
26 "Health Information in Compliance with the Health Insurance Portability and
27 Accountability Act of 1996 (HIPAA) and the Health Information Technology
28 for Economic and Clinical Health Act (HITECH Act) Business Associate

1 Agreement”, Attachment “E” entitled “Certification Regarding Debarment”,
2 and Attachment “F” entitled “Certification Regarding Lobbying; and

3 4. The Long Beach Continuum of Care Grants Guidelines,
4 which has been separately provided to Organization.

5 B. Organization shall be responsible for adherence to all policies,
6 procedures, rules and regulations established by HUD and sources including but
7 not limited to the OMB Circulars, United States Codes, Long Beach Continuum of
8 Care Grants Guidelines and written standards, this Subcontract and Attachments A
9 through H, the City of Long Beach Consolidated Plan, the City’s contract with HUD
10 for the funds dispersed under this Subcontract, the Request for Proposal (“RFP”),
11 Organization’s proposal in response to the RFP (incorporated herein by this
12 reference) and all Information Bulletins issued by the City’s Department of Health
13 and Human Services, Homeless Services Bureau.

14 Section 3. The term of this Subcontract shall be the Operational Year
15 beginning on March 1, 2023 through September 30, 2024, unless sooner terminated as
16 provided herein.

17 Section 4.

18 A. Organization shall affirmatively and aggressively use its best
19 efforts to seek and obtain all possible outside funding, in-kind and/or cash match at
20 a dollar for dollar rate of funds received from the City under this Subcontract as
21 required by 24 CFR 576.201, and mainstream resources. Further, Organization
22 shall maintain cash reserves equivalent to three (3) months of funding necessary to
23 provide services under this Subcontract.

24 B. Total disbursements made to Organization under this
25 Subcontract by the City shall not exceed One Hundred Ninety-Eight Thousand One
26 Hundred Eighteen Dollars (\$198,118) over the term of this Subcontract. Upon
27 execution of this Subcontract, the City shall disburse the funds payable hereunder
28 in due course of payments following receipt from Organization of billing statements

1 in a form approved by the City showing expenditures and costs identified in
2 Attachment "B".

3 C. The City shall pay to Organization the amounts specified in
4 Attachment "B" for the categories, criteria and rates established in that Attachment.
5 Organization may with the prior written approval of the Director of the City's
6 Department of Health and Human Services, or his designee, make adjustments
7 within and among the categories of expenditures in Attachment "B"; provided,
8 however, that such adjustments shall not cause the amount of the total budget
9 stated in Attachment "B" to be exceeded.

10 D. Organization shall prepare monthly invoices and submit them
11 to the City within fifteen (15) days after the end of the month in which Organization
12 provided services. Organization shall attach cancelled checks and other
13 documentation supporting the charges and the amount of required matching funds
14 to each invoice. Failure to submit an invoice and its accompanying documentation
15 within the 15-day period may result in late payment from the City. Submission of
16 incorrect invoices or inadequate documentation shall result in a Disallowed Cost
17 Report. The Disallowed Cost Report was created to provide detail to Organization
18 for the purpose of communicating disallowed costs due to reasons of insufficient
19 source documentation, ineligible expenses, exceeded line items, and similar
20 reasons. In the event that an item is disallowed in the invoice, Organization will be
21 permitted to resubmit the disallowed costs along with adequate source
22 documentation, other eligible expenses, and the like in the next invoice. The City
23 reserves the right to refuse payment of an invoice (a) for inallocable or ineligible
24 expenses; or (b) for the unauthorized expense of funds requiring written approval
25 for budget changes or modifications.

26 E. Within thirty (30) days of the date of this Subcontract first stated
27 herein, Organization shall submit to the City invoices, cancelled checks and other
28 documentation supporting the charges incurred and required matching funds for all

1 expenses incurred within the applicable operational year of this Subcontract and
2 related to this grant of funds.

3 F. No later than thirty (30) days after the completion of each
4 twelve-month period ("Operational Year") during the term of this Subcontract,
5 Organization shall submit to the City a final invoice, CAPER and APR certified by
6 one of Organization's officers or by its Executive Director.

7 G. If the City is unable to draw down funds from HUD for
8 reimbursement to Organization due to failure of Organization to submit required final
9 invoice, certified CAPER and APR, or fiscal and programmatic documents within
10 thirty (30) days after the end of the Operational Year, the City cannot guarantee
11 payment to Organization. The City will not be obligated to pay Organization for
12 costs incurred unless HUD releases funds to the City. For this reason, failure of
13 Organization to submit the final invoice and final reports within thirty (30) days after
14 the end of the Operational Year may result in loss of reimbursement of funds.

15 H. The City reserves the right to withhold payment of an invoice
16 pending satisfactory completion of an audit, as determined by the City in its sole
17 discretion, or Organization's cure of a breach of this Subcontract, as determined by
18 the City in its sole discretion, after being notified of such breach by the City.

19 I. All reimbursement by the City is contingent upon the City's
20 receipt of funds from HUD. The City reserves the right to refuse payment of an
21 invoice until such time as it receives funds from HUD sufficient to cover the
22 expenses in the invoice.

23 J. The City has the option to unilaterally amend this Subcontract
24 to reflect any increase or reduction of funds.

25 Section 5.

26 A. Organization's records relating to the performance of this
27 Subcontract shall be kept in accordance with generally accepted accounting
28 principles and in the manner prescribed by the City. Organization's records shall be

1 current and complete. The City and HUD, and their respective representatives, shall
2 have the right to examine, copy, inspect, extract from, and audit financial and other
3 records related, directly or indirectly, to this Subcontract during Organization's
4 normal business hours to include announced and unannounced site visits during the
5 term of the Subcontract and thereafter. If examination of these financial and other
6 records by the City and/or HUD reveals that Organization has not used these grant
7 funds for the purposes and on the conditions stated in this Subcontract, then
8 Organization covenants, agrees to and shall immediately repay all or that portion of
9 the grant funds which were improperly used. If Organization is unable to repay all
10 or that portion of the grant funds, then the City will terminate all activities of
11 Organization under this Subcontract and pursue appropriate legal action to collect
12 the funds. Alternatively, to the extent the City has been refusing payment of any
13 invoices, the City may continue to withhold such funds equal to the amount of
14 improperly used grant funds, regardless of whether the funds being withheld by the
15 City were improperly used.

16 B. In addition, Organization shall provide any information that the
17 City Auditor and other City representatives require in order to monitor and evaluate
18 Organization's performance hereunder. The City reserves the right to review and
19 request copies of all documentation related, directly or indirectly, to the program
20 funded by this Subcontract, including by way of example but not limited to, case
21 files, program files, policies and procedures. Organization shall provide all reports,
22 documents or information requested by the City within three (3) days after receipt of
23 a written or oral request from a City representative, unless a longer period of time is
24 otherwise expressly stated by the representative.

25 C. Organization shall comply with HUD's Homeless Management
26 Information System (HMIS) requirements and ensure full participation in the City's
27 HMIS. Organizations that provide domestic violence and legal services have been
28 permitted by HUD to use a comparable database to capture required data elements

1 that comply with HMIS data and HUD reporting requirements.

2 D. If Organization spends Seven Hundred Fifty Thousand Dollars
3 (\$750,000) or more in Federal funds in an Operational Year, then Organization shall
4 submit an audit report to the City in accordance with OMB Super Circular no later
5 than thirty (30) days after receipt of the audit report from Organization's auditor or
6 no later than nine (9) months after the end of the Operational Year, whichever is
7 earlier. If Organization spends less than Seven Hundred Fifty Thousand Dollars
8 (\$750,000) in Federal grant funds in an Operational Year, submission of the audited
9 financial statement is required.

10 Section 6.

11 A. Organization will maintain the confidentiality of records
12 pertaining to any individual or family that was provided family violence prevention or
13 treatment services through the project.

14 B. The address or location of any family violence project assisted
15 with grant funds will not be made public, except with written authorization of the
16 person responsible for the operation of such project.

17 C. Organization will establish policies and practices that are
18 consistent with, and do not restrict, the exercise of rights provided by subtitle B of
19 title VII of the Homeless Emergency Assistance and Rapid Transition to Housing
20 (HEARTH) Act and other laws relating to the provision of educational and related
21 services to individuals and families experiencing homelessness.

22 D. In the case of a project that provides housing or services to
23 families, Organization will designate a staff person to be responsible for ensuring
24 that children being served in the program are enrolled in school and connected to
25 appropriate services in the community, including early childhood programs such as
26 Head Start, part C of the Individuals with Disabilities Education Act, and programs
27 authorized under subtitle B of Title VII of the Act.

28 E. Organization, its officers, and employees are not debarred or

1 suspended from doing business with the Federal Government.

2 F. Organization will provide information, such as data and reports,
3 as required by HUD.

4 Section 7.

5 A. In the performance of this Subcontract, Organization shall not
6 discriminate against any employee or applicant for employment or service, or
7 subcontractor because of race, religion, national origin, color, age, sex, sexual
8 orientation, gender identity, AIDS, AIDS related condition, age, disability or
9 handicap. Organization shall take affirmative action to assure that applicants are
10 employed or served, and that employees and applicants are treated during
11 employment or services without regard to these categories. Such action shall
12 include but not be limited to the following: employment, upgrading, demotion or
13 transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay
14 or other forms of compensation; and selection for training, including apprenticeship.

15 B. Organization shall permit access by the City or any other
16 agency of the County, State or Federal governments to Organization's records of
17 employment, employment advertisements, application forms and other pertinent
18 data and records for the purpose of investigation to ascertain compliance with the
19 fair employment practices provisions of this Subcontract.

20 Section 8.

21 A. In performing services hereunder, Organization is and shall act
22 as an independent contractor and not as an employee, representative or agent of
23 the City. Organization's obligations to and authority from the City are solely as
24 prescribed herein. Organization expressly warrants that it will not, at any time, hold
25 itself out or represent that Organization or any of its agents, volunteers, subscribers,
26 members, officers or employees are in any manner officials, employees or agents
27 of the City. Organization shall not have any authority to bind the City for any
28 purpose.

1 B. Organization acknowledges and agrees that (a) the City will not
2 withhold taxes of any kind from Organization’s compensation; (b) the City will not
3 secure workers’ compensation or pay unemployment insurance to, for or on
4 Organization’s behalf; and (c) the City will not provide, and Organization and
5 Organization’s employees are not entitled to any of the usual and customary rights,
6 benefits or privileges of City employees.

7 Section 9. This Subcontract contemplates the personal services of
8 Organization and Organization’s employees. Organization shall not delegate its duties or
9 assign its rights hereunder, or any interest herein or any portion hereof, without the prior
10 written consent of City. Any attempted assignment or delegation shall be void, and any
11 assignee or delegate shall acquire no right or interest by reason of such attempted
12 assignment or delegation.

13 Section 10.

14 A. Organization shall indemnify, protect and hold harmless City,
15 its Boards, Commissions, and their officials, employees and agents (“Indemnified
16 Parties”), from and against any and all liability, claims, demands, damage, loss,
17 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
18 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
19 in connection with (1) Organization’s breach or failure to comply with any of its
20 obligations contained in this Subcontract, or (2) negligent or willful acts, errors,
21 omissions or misrepresentations committed by Organization, its officers,
22 employees, agents, subcontractors, or anyone under Organization’s control, in the
23 performance of work or services under this Subcontract (collectively “Claims” or
24 individually “Claim”).

25 B. In addition to Organization’s duty to indemnify, Organization
26 shall have a separate and wholly independent duty to defend Indemnified Parties at
27 Organization’s expense by legal counsel approved by City, from and against all
28 Claims, and shall continue this defense until the Claims are resolved, whether by

1 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
2 breach, or the like on the part of Organization shall be required for the duty to defend
3 to arise. City shall notify Organization of any Claim, shall tender the defense of the
4 Claim to Organization, and shall assist Organization, as may be reasonably
5 requested, in the defense.

6 C. If a court of competent jurisdiction determines that a Claim was
7 caused by the sole negligence or willful misconduct of Indemnified Parties,
8 Organization's costs of defense and indemnity shall be (1) reimbursed in full if the
9 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
10 percentage of willful misconduct attributed by the court to the Indemnified Parties.

11 D. The provisions of this Section shall survive the expiration or
12 termination of this Subcontract.

13 Section 11. As a condition precedent to the effective of this Subcontract,
14 Organization shall procure and maintain at Organization's sole expense for the duration
15 of the Subcontract and any extensions thereof from an insurance company that is
16 admitted to write insurance in the State or equivalent to a minimum of A:VIII by A.M. Best
17 Company:

18 A. PROFESSIONAL LIABILITY INSURANCE covering the profession or
19 professions provided by the Subcontract in an amount of not less than one million
20 dollars (\$1,000,000) per claim. If a "claims-made" policy, it must provide for an
21 extended reporting period of not less than three (3) years. Professional liability
22 must be deleted from the additional insured endorsement whenever your agency
23 has a combined general-professional liability policy.

24 B. WORKERS COMPENSATION as required by the Labor Code of the
25 State of California and employer's liability insurance in an amount not less than
26 One Million Dollars (\$1,000,000) per accident or occupational illness. The policy
27 shall be endorsed with a waiver of the insurer's right of subrogation against the
28 City of Long Beach, its Boards, and their officials, employees, and agents.

1 C. BLANKET HONESTY BOND or CRIME INSURANCE in an amount
2 of at least fifty percent of the amount of this Subcontract or twenty-five thousand
3 dollars (\$25,000), whichever is greater, and that names the City of Long Beach
4 loss payee as its interests may appear. This Section 11.C. requirement may be
5 waived if the Subcontract is awarded on a reimbursement-only, drawn-down basis.

6 D. COMMERCIAL GENERAL LIABILITY INSURANCE equivalent in
7 coverage scope to ISO form CG 00 01 11 85 or 10 93 in an amount not less than
8 one million dollars (\$1,000,000) per occurrence and two million dollars
9 (\$2,000,000) in aggregate. Such insurance shall not exclude or limit coverage for
10 broad form contractual liability, cross liability protection, independent contractors'
11 liability, or products and completed operations liability, and, if minors or other
12 vulnerable parties (e.g., disabled persons or seniors) are served as part of the
13 scope, shall not exclude coverage for abuse and molestation. The City of Long
14 Beach, and its Boards, commissions, officials, agents, and employees shall be
15 added as additional insureds by an endorsement equivalent in coverage scope to
16 an ISO CG 20 26 11 85. This additional insured coverage shall contain no
17 limitations on the scope of protection afforded to the City, its Boards, commissions,
18 officials, employees, and agents. Professional liability must be deleted from the
19 additional insured endorsement whenever the Organization has a combined
20 general-professional liability policy.

21 E. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE equivalent in
22 coverage scope to ISO form CA 00 01 06 92 in an amount not less than One
23 Million Dollars (US \$1,000,000) combined single limit (CSL) covering, as
24 applicable, Symbol 1 ("Any Auto") for any vehicle with 7 passengers or fewer, in an
25 amount not less than Five Million Dollars (US \$5,000,000) combined single limit
26 (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 8 through 15
27 passengers, and in an amount not less than Ten Million Dollars (US \$10,000,000)
28 combined single limit (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 16

1 passengers or more. If Organization owns no autos, Organization may provide
2 evidence of non-owned and fired auto insurance. This may be provided as an
3 addition to the General Liability policy.

4 F. ELECTRONIC DATA PROCESSING LIABILITY AND
5 CYBERSPACE/ONLINE LIABILITY INSURANCE in an amount not less than One
6 Million Dollars (\$1,000,000) per claim covering the services provided pursuant to
7 this Subcontract, if online services apply.

8 G. NOTICE OF CANCELLATION - Each insurance policy shall be
9 endorsed to state that the coverage shall not be suspended, voided, changed or
10 terminated except after twenty (20) days prior written notice has been given to the City.
11 This must be unqualified and may not include the usual qualifying language ("Endeavor
12 to" and "but failure to...representatives.").

13 H. DEDUCTIBLES AND SELF-INSURED RETENTIONS - All
14 deductibles above \$1000 or self-insured retentions shall be reported to and approved by
15 the City's Risk Manager or designee. Any self-insurance program or self-insurance
16 retention must be approved separately in writing by City and shall protect the City of Long
17 Beach and its officials, employees, and agents in the same manner and to the same
18 extent as they would have been protected had the policy or policies not contained
19 retention provisions and shall be primary and not contributing to any other insurance or
20 self-insurance maintained by City.

21 I. NO LIMITATIONS ON LIABILITY - City makes no representation that
22 the limits or forms of coverage of insurance specified herein are adequate to cover
23 contractor's liability or obligations under the grant. Any modification or waiver of the
24 insurance requirements herein shall be made only with the written approval of the City's
25 Risk Manager or designee.

26 J. SUBCONTRACTORS TO SUBCONTRACTOR. Any subcontractors
27 which Organization may use in the performance of this Subcontract shall be required to
28 indemnify the City to the same extent as the Contractor and to maintain insurance in

1 compliance with the provisions of this section.

2 H. OTHER. Organization shall deliver to City certificates of insurance
3 and original endorsements for approval as to sufficiency and form prior to the start of
4 performance hereunder. The certificates and endorsements for each insurance policy
5 shall contain the original signature of a person authorized by that insurer to bind
6 coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk
7 Manager determines that "Occurrence" policies are not available in the market for the risk
8 being insured. In a "Claims-made" policy is accepted, it must provide for an extended
9 reporting period of not less than three years. Such insurance as required herein shall not
10 be deemed to limit Organization's liability relating to performance under this Subcontract.
11 City reserves the right to require complete certified copies of all said policies at any time.
12 Any modification or waiver of the insurance requirements herein shall be made only with
13 the approval of City Risk Manager. The procuring of insurance shall not be construed as
14 a limitation on liability or as full performance of the indemnification provisions of this
15 Subcontract.

16 Section 12.

17 A. Organization certifies that, if grant funds are used for
18 renovation or conversion of the building for which the grant funds will be used, then
19 the building must be maintained as a shelter for homeless individuals for not less
20 than three (3) years or, if the grant funds will be used for major renovation or
21 conversion of the building, for not less than ten (10) years, according to a written
22 determination delivered to Organization by the City, and such determination shall
23 state when the applicable period of time shall commence and terminate.

24 B. Organization certifies that the building for which the grant funds
25 will be used for essential services, maintenance, operations and/or homeless
26 prevention services shall be maintained as a shelter or provider of programs for
27 homeless individuals during the term of this Subcontract.

28 C. Organization shall comply with all requirements of the City's

1 Municipal Code relating to building code standards in undertaking any activities or
2 renovations using grant funds.

3 D. Organization shall not commence services until the City's
4 Development Services has completed an environmental review under 24 CFR Part
5 50, and Organization shall not commence such services until the City informs
6 Organization of the completion and conditions of said environmental review.

7 E. Organization shall provide reports as required by the City and
8 HUD and as required in this Subcontract and applicable laws and regulations.

9 F. In addition to, and not in substitution for, other terms of this
10 Subcontract regarding the provision of services or the payment of operating costs
11 for emergency shelters, rapid re-housing, street outreach, or homelessness
12 prevention assistance pursuant to 24 CFR 576, and except as described in Section
13 12.G. below, Organization shall not:

14 1. Represent that it is, or may be deemed to be, a religious
15 or denominational institution or organization or an organization operated for
16 religious purposes that is supervised or controlled by or in connection with a
17 religious or denominational institution or organization.

18 2. In connection with costs of its services hereunder,
19 engage in the following conduct:

20 (a) discriminate against any employee or applicant
21 for employment on the basis of religion;

22 (b) discriminate against any person seeking
23 emergency shelter and related services on the basis of religion and
24 will not limit such services or give preference to persons on the basis
25 of religion;

26 (c) provide religious instruction or counseling,
27 conduct religious worship or services, engage in religious
28 proselytizing, or exert other religious influence in the provision of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

services or the use of facilities and furnishings;

3. In the portion of the facility used as an emergency shelter assisted in whole or in part under this Subcontract or in which services are provided that are assisted under this Subcontract, contain sectarian religious symbols or decorations.

G. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants Program. However, an organization that participates in a HUD funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

1. Organization may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Subcontract.

If Organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Subcontract, and participation must be voluntary for the beneficiaries of the HUD funded programs or services.

2. A religious or faith-based organization will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HUD funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

A religious or faith-based organization may use space in their facilities to provide HUD funded services, without removing religious art, icons, scriptures, or other symbols.

A religious or faith-based organization retains its authority over its internal governance, and it may retain religious terms in its organization's

1 name, select its board members on a religious basis, and include religious
2 references in its organization's mission statements and other governing
3 documents.

4 3. A religious or faith-based organization shall not, in
5 providing program assistance, discriminate against a program beneficiary or
6 prospective program beneficiary on the basis of religion or religious belief.

7 4. HUD funds may not be used for the acquisition,
8 construction or rehabilitation of structures to the extent that those structures
9 are used for inherently religious activities.

10 HUD funds may be used for the acquisition, construction, or
11 rehabilitation of structures only to the extent that those structures are used
12 for conducting eligible activities under this Section. Where a structure is used
13 for both eligible and inherently religious activities, HUD funds may not exceed
14 the cost of those portions of the acquisition, construction, or rehabilitation that
15 are attributable to eligible activities in accordance with the cost accounting
16 requirements applicable to HUD funds herein. Sanctuaries, chapels, or other
17 rooms that a HUD funded religious congregation uses as its principal place
18 of worship, however, are ineligible for HUD funded improvements.
19 Disposition of real property after the term of the grant, or any change in use
20 of the property during the term of the grant, is subject to government-wide
21 regulations governing real property dispositions.

22 H. Organization shall provide individuals and/or families who are
23 homeless or at risk of homelessness with assistance in obtaining:

24 1. Appropriate supportive services, including transitional
25 housing, permanent housing, physical health treatment, mental health
26 treatment, counseling, supervision and other services essential for achieving
27 independent living; and

28 2. Other Federal, State and local private assistance

1 available for such individuals, including mainstream resources.

2 I. Organization certifies that it will comply with all documents,
3 policies, procedures, rules, regulations and codes identified in Sections 2 and 12 of
4 this Subcontract, and such other requirements as from time to time may be
5 promulgated by HUD.

6 J. Organization shall execute a Certification Regarding
7 Debarment in the form shown in Attachment "E".

8 K. Organization shall execute a Certification Regarding Lobbying
9 in the form shown in Attachment "F".

10 Section 13. Organization certifies that it has established a Drug-Free
11 Awareness Program in compliance with Government Code Section 8355, that it has given
12 a copy of said Program to each employee who performs services hereunder, that
13 compliance with the Program is a condition of employment, and that it has published a
14 statement notifying employees that unlawful manufacture, distribution, dispensation,
15 possession or use of a controlled substance is prohibited and action will be taken for
16 violation.

17 Section 14. Subrecipients must comply with Section 6002 of the Solid
18 Waste Disposal Act, as amended by the Resource Conversion and Recovery Act. The
19 requirements of Section 6002 include procuring include procuring only items designated in
20 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain
21 the highest percentage of recovered materials practicable, consistent with maintaining a
22 satisfactory level of competition, where the purchase price of the item exceed \$10,000 or
23 the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring
24 solid waste management services in a manner that maximizes energy and resource
25 recovery; and establishing an affirmative procurement program for procurement of
26 recovered materials identified in the EPA guidelines.

27 Section 15. The City shall facilitate the submission of all reports required by
28 HUD based on information submitted by Organization to the City. The City shall act as the

1 primary contact for Organization to HUD for services provided under this Subcontract. The
2 City shall facilitate directly to HUD the submission of any information related to all financial
3 and programmatic matters in this Subcontract, including but not limited to reimbursements
4 of grant funds, requests for changes to Organization's budget, requests for changes to
5 Organization's application for grant funds and requests for changes to Organization's
6 Technical Submission.

7 Section 16. All notices required hereunder shall be in writing and personally
8 delivered or deposited in the U.S. Postal Service, certified mail, return receipt requested,
9 to the City at 1301 W. 12th Street, Long Beach, California 90813 Attn: Homeless Services
10 Bureau Manager, and to Organization at the address first stated above. Notice shall be
11 deemed given on the date personal delivery is made or the date shown on the return
12 receipt, whichever is earlier. Notice of change of address shall be given in the same
13 manner as stated for other notices.

14 Section 17. The City Manager or his/her designee is authorized to
15 administer this Subcontract and all related matters, and any decision of the City Manager
16 or his/her designee in connection with this Subcontract shall be final.

17 Section 18. Organization shall have the right to terminate this Subcontract
18 at any time for any reason by giving one hundred and eighty (180) days prior notice of
19 termination to the City, and the City shall have the right to terminate all or any part of this
20 Subcontract at any time for any reason or no reason by giving five (5) days prior notice to
21 Organization. If either party terminates this Subcontract, all funds held by Organization
22 under this Subcontract which have not been spent on the date of termination shall be
23 returned to the City.

24 Section 19. This Subcontract, including all exhibits and Attachments
25 hereto, constitutes the entire understanding of the parties and supersedes all other
26 agreements, oral or written, with respect to the subject matter herein. This Subcontract
27 shall not be amended, nor any provision or breach hereof waived, except in writing by the
28 parties that expressly refers to this Subcontract.

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Section 20. The acceptance of any service or payment of any money by the City shall not operate as a waiver of any provision of this Subcontract, or of any right to damages or indemnity stated herein. The waiver of any breach of this Subcontract shall not constitute a waiver of any other or subsequent breach of this Subcontract.

Section 21. This Subcontract shall be governed by and construed pursuant to the laws of the State of California without regard to conflicts of law principles.

Section 22. In the event of any conflict or ambiguity between this Subcontract and one or more Attachments, the provisions of this Subcontract shall govern.

IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

September 15, 2023

_____, 2023

INTERVAL HOUSE, a California nonprofit corporation
By Carol Williams
Name Carol Williams
Title Executive Director

By _____
Name _____
Title _____

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

September 29, 2023

"Organization"

CITY OF LONG BEACH, a municipal corporation
By Sinda F. Johnson
City Manager

"City"

This Subcontract is approved as to form on September 21st, 2023.

DAWN MCINTOSH, City Attorney
By Art L.
Deputy

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 Section 20. The acceptance of any service or payment of any money by the
2 City shall not operate as a waiver of any provision of this Subcontract, or of any right to
3 damages or indemnity stated herein. The waiver of any breach of this Subcontract shall
4 not constitute a waiver of any other or subsequent breach of this Subcontract.

5 Section 21. This Subcontract shall be governed by and construed pursuant
6 to the laws of the State of California without regard to conflicts of law principles.

7 Section 22. In the event of any conflict or ambiguity between this
8 Subcontract and one or more Attachments, the provisions of this Subcontract shall govern.

9 IN WITNESS WHEREOF, the parties have signed this document with all the
10 formalities required by law as of the date first stated above.

11
12
13 September 15, 2023
14
15 _____, 2023

INTERVAL HOUSE, a California nonprofit
corporation

By Carol Williams
Name Carol Williams
Title Executive Director

By _____
Name _____
Title _____

"Organization"

CITY OF LONG BEACH, a municipal
corporation

19
20
21 _____, 2023

By _____
City Manager

"City"

23 This Subcontract is approved as to form on _____,
24 2023.

DAWN MCINTOSH, City Attorney

By _____
Deputy

28

ATTACHMENT “A”

**City of Long Beach
Emergency Solutions Grant (FY 2022)
Scope of Work - Rapid Re-Housing Project**

Agency: Interval House

Project Name: ESG Rapid Re-Housing

Primary Place of

Performance: 6615 E. Pacific Coast Hwy., Suite 170, Long Beach, CA 90803

Program Objective: To provide housing relocation and stabilization services and short-and/or medium-term rental assistance for an estimated 8 unduplicated homeless households (estimated 16 individuals) in Long Beach (actual service numbers will vary depending on household size and length of assistance). The goal of the Interval House Rapid Re-housing Program is to help homeless residents of Long Beach transition as quickly as possible into permanent housing and to help them achieve stability in the housing. The intended outcome of the proposed program activities for participants is to secure affordable permanent housing and maintain or increase total income by program completion. Program activities include providing security deposits (as needed) and rental assistance payments directly to landlords on behalf of participants, housing search and placement, housing stability case management, legal services for housing needs, and credit repair assistance.

Interval House utilizes comprehensive tools that were developed under HUD guidelines to administer the Rapid Re-Housing Program, and will continue its strong partnership with the Multi-Service Center to coordinate referrals and assessments.


Target Population

The program will assist homeless individuals or families who meet HUD's definition of homelessness under the Emergency Solutions Grant program. The project does not limit assistance to any specific subpopulations.

Outcomes/Performance Measures

		Universe # (Unduplicated)	Target #	Target %
1	Persons exiting to permanent housing (subsidized or unsubsidized) during the operating year.	16	14	90%
2	Adults who increased their total income (from all sources) as of the end of the operating year or at program exit.	8	7	90%

Note: Universe number for Outcome 1 reflects the total number of clients (adults and children) to be served during contract period.
Universe number for Outcome 2 reflects the total number of adults (persons 18 and older) to be served during contract period.

 initial

City of Long Beach

Request for Proposals Number HE-23-190
ESG & Measure H – Rapid Re-Housing
and Homeless Prevention



Overview

Summary

The City of Long Beach (City), Department of Health and Human Services (Health Department), is seeking proposals from non-profit agencies to provide operation and supportive services for Rapid Re-Housing (RRH) and Homeless Prevention (HP). The programs are meant to provide services necessary to help people quickly regain permanent housing stability after experiencing a housing crisis and/or homelessness.

Key Dates

Release Date: December 15, 2022

Questions Due to the City: 11:00 AM, January 5, 2023

Proposals Due: 11:00 AM, January 26, 2023

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via LongBeachBuys.com.

Official Contact

Elisa Landeros

rfppurchasing@longbeach.gov

All communication with the City related to this RFP must be directed to the contact listed above.

Contents

- 1 The Opportunity
 - 1.1 Project Summary
 - 1.2 Background
 - 1.3 Goals
 - 1.4 Award Terms
- 2 Scope of Work
 - 2.1 Description of Services
 - 2.2 Performance Metrics & Contract Management
- 3 How We Choose
 - 3.1 Minimum Qualifications
 - 3.2 Evaluation Criteria
- 4 Proposal Instructions & Content
 - 4.1 Timelines & Instructions
 - 4.2 Proposal Content
 - 4.3 Narrative Proposal Template
- 5 Terms & Conditions
 - 5.1 Acronyms/Definitions
 - 5.2 Solicitation Terms & Conditions
 - 5.3 Contract Terms & Conditions
 - 5.4 Additional Requirements

Contractor for the Rapid Re-housing funding shall abide by all terms contained in the existing agreements between the City of Long Beach and HUD, the City of Long Beach, and Los Angeles County (Contract 36291). Note that the funding contract with HUD is estimated to be executed until December 2022 and will be accessible to the public once conformed.

- 5.5 Protest Procedures

1 The Opportunity

1.1 Project Summary

The City of Long Beach (City), Department of Health and Human Services (Health Department), is seeking proposals from non-profit agencies to provide operation and supportive services for Rapid Re-housing under the FY22-24 Federal Emergency Solutions Grant (ESG) program and for Rapid Re-housing (RRH) and Homeless Prevention (HP) under the FY22-23 Measure H program. The ESG and Measure H programs are designed to identify sheltered and unsheltered persons experiencing homelessness, as well as those at risk of homelessness, and provide services necessary to help them quickly regain permanent housing stability after experiencing a housing crisis and/or homelessness.

1.2 Background

The 2022 Long Beach Point-in-Time (PIT) Homeless Count identified 3,296 persons experiencing homelessness on the morning of February 24, 2022. This count identified 2,287 unsheltered persons living on the streets, in cars, and in other locations not meant for human habitation) and 1,009 sheltered persons (living in emergency shelters, transitional housing, and other temporary living arrangements). Of the total persons experiencing homelessness, 1,290 were identified as experiencing chronic homelessness as defined by HUD. This amounts to a 62% increase from 2020, spurred by a 22% increase in unsheltered persons experiencing homelessness.

Emergency Solutions Grant

The ESG is a formula allocation from the Department of Housing and Urban Development (HUD) as part of the City Consolidated Plan, which the Development Services Department manages, Neighborhood Services Bureau. The Health Department, Homeless Services Bureau, implements this component of the Consolidated Plan, and the HOME move-in deposit assistance program, as leveraged resources to the Continuum of Care (CoC) system. The purpose of the ESG program is to provide funding for emergency shelter, outreach services, rapid rehousing, and homelessness prevention projects that work in collaboration with the broader CoC system in Long Beach.

A Request for Proposals (RFP) is conducted every two years to select non-profit agencies for the projects that are annually funded, contingent upon HUD funding.

Measure H

In March 2017, Measure H was passed by voters to address homelessness throughout Los Angeles County. It is designed to fund a comprehensive regional approach encompassing 21 interconnected strategies in six areas to address homelessness that include prevention, subsidized housing, increase income, case management and

services, coordinated system, and increase of affordable/homeless housing. The City has been awarded funding for Strategies A5: Homeless Prevention Program for Individuals (HP), B3: Expand Rapid Re-Housing (RRH), E6: Countywide Outreach System, E7: Strengthen the Coordinated Entry System, and E8: Enhance the Emergency Shelter System.

1.3 Goals

To strengthen the services available for people at risk of and experiencing homelessness, the City is seeking proposals from non-profit agencies to provide RRH and HP Services funded by the FY22-24 Federal ESG Program and the FY22-23 Measure H Program. The Rapid Re-housing projects will provide relocation, support, stabilization services, and short-and medium-term rental assistance to support people move quickly into permanent housing and achieve housing stability. The Homelessness Prevention program will provide short-term targeted intervention to address people's housing crisis before they become homeless.

1. The intended outcome of the proposed program's activities for participants is to secure affordable permanent housing by program completion.
2. The number of participants that will benefit from the projects is estimated to be 17 households for the Prevention program and 28 households for the Rapid Re-housing program.

1.4 Award Terms

Two Rapid Re-housing contracts and one Homeless Prevention contract will be awarded. The total amount of funding estimated to be available is as follows:

Total Rapid Re-housing Funds Available: \$678,118

Federal ESG Rapid-Re-housing: \$198,118

Measure H Rapid-Re-housing: \$480,000

Total Homeless Prevention Funds Available:

Measure H Homeless Prevention: \$315,000

The initial contract(s) is expected to be executed in January 2023. The funding from ESG will need to be spent by September 30, 2023, while the funding from Measure H will need to be spent by May 31, 2023. The City reserves the option to renew subcontracts awarded through this RFP at an equal, lesser, or greater amount for up to one (1) subsequent program year, contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.

2 Scope of Work

2.1 Description of Services

Rapid re-housing rapidly connects families and individuals experiencing homelessness to permanent housing through a tailored package of aid that may include the use of time-limited financial assistance and targeted supportive services. Rapid Re-housing programs help families and individuals living on the streets or in emergency shelters solve the practical and immediate challenges to obtaining permanent housing while reducing the amount of time they experience homelessness, avoiding a near-term return to homelessness, and linking to community resources that enable them to achieve housing stability in the long-term.

Homelessness Prevention activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human habitation. Component services and aid generally consist of short-term and medium-term tenant-based or project-based rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair.

Grant funds from Measure H can only be utilized to serve single individuals, while Federal ESG funding can be utilized to serve individuals or families.

2.2 Performance Metrics & Contract Management

2.2.1 Performance Metrics

The selected provider(s) shall comply with HUD's s Homeless Management Information System (HMIS) requirements and ensure full participation in the City's HMIS.

The selected provider(s) will be required to maintain and submit to the City Health Department adequate information necessary to monitor program performance and progress in accordance with the funding priorities and Long Beach CoC's systemwide goals. These conditions include programmatic reports, invoices with supporting documentation of eligible expenditures, and insurance/contract requirements as stated within the RFP. The table below highlights the targets that will be tracked and reviewed collaboratively with the awarded contractor during the contract. This list is an indication of the performance metrics of interest to the City and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. Exit households to permanent Housing (HP and RRH)	Number of program participants who obtain permanent housing (RRH) or retain existing housing (HP)	RRH: 60% of participants exit to permanent housing HP: 80% of participants exit to permanent housing	Homeless Management Information System (HMIS)
2. Limit returns to homelessness within six months of program exit	Number of program participants who retain housing after program exit	RRH and HP: 85% of participants who exit to permanent housing do not return to homelessness	Homeless Management Information System (HMIS)
3. Reduce the length of time program participants spend homeless	Number of program participants who obtain permanent housing within 120 days of program enrollment	70% of the program participants will move in within 120 days of RRH enrollment.	Homeless Management Information System (HMIS)
4. Increased income	Number of RRH program participants who increase income by all sources	15% of RRH participants increase their income before exiting the program	Homeless Management Information System (HMIS)

2.2.2 Contract Management

Funded organizations will be required to maintain and submit to the Health Department adequate information necessary to monitor program accountability and progress in accordance with the program and City requirements. These conditions include programmatic reports, invoices with supporting documentation of eligible expenditures, and insurance/contract requirements as stated within the RFP.

2.2.3 Contract Payment

The City of Long Beach issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed.

3 How We Choose

3.1 Minimum Qualifications

To be eligible, applicants must meet the following conditions:

- Applicant must be a non-profit organization.
- Applicant must have at least two years of experience providing homeless services or limit to the same or similar services for the last 24 months;
- Applicant must have an Active Dun & Bradstreet Universal Numbering System (DUNS) number;
- Applicant, its officers, and employees must not currently be debarred or suspended from doing business with the Federal Government, State of California, or a local government;
- Applicant must not have unresolved current or past contract non-compliance, non-performance, suspension, termination, or other adverse audit finding with one or more funders in the past five (5) years; and
- Applicant must match 100 percent of the ESG amount requested with an equal amount of funds from eligible in-kind (noncash) or cash sources.

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERIA
1. Organizational Capacity & Experience <ul style="list-style-type: none">• Successful experience performing activities related to those listed in this RFP and the capacity to meet the performance outcomes.
2. Project Design <ul style="list-style-type: none">• Demonstration of the utilization of best practices in their proposed project and the extent to which concepts of housing First, Harm Reduction, and Trauma-Informed Care are embedded.
3. Communications & Reporting <ul style="list-style-type: none">• Demonstration of the extent to which the proposal is integrated with the Continuum of Care system as well as past collaboration with partnering agencies.
4. Budget and Cost Effectiveness <ul style="list-style-type: none">• Demonstrated cost-effectiveness, feasibility, reasonableness, and optimization of the proposed budget.

4 Proposal Instructions & Content

4.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	December 15, 2022	
Questions due to the City	11:00 AM, January 5, 2023	<ul style="list-style-type: none"> Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	January 12, 2023	<ul style="list-style-type: none"> Responses to the questions will be posted on LongBeachBuys.com.
Proposals due	11:00 AM, January 26, 2023	<ul style="list-style-type: none"> Proposals should be submitted electronically via LongBeachBuys.com. Late proposals, or proposals submitted through other channels will not be accepted. Proposers are responsible for submitting their proposals completely and on time. <ul style="list-style-type: none"> Proposers will receive an email with a time stamp from LongBeachBuys.com indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully. For technical support, email or call the City during normal business hours at LBPurchasing@longbeach.gov or (562) 570-6200.
Evaluation of Narrative & Cost Proposals	February 2023	<ul style="list-style-type: none"> An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 0.
Interviews/ Demos/ Site Visits	February 2023	<ul style="list-style-type: none"> The City may interview or request demos from none, one, some or all Proposers.
Negotiation & Contractor Selection	February - March 2023	<ul style="list-style-type: none"> Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. If

		<p>contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.</p> <ul style="list-style-type: none"> • Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Estimated Contract Execution	March 2023	
Proposer Debrief	After Contractor is Selected	<ul style="list-style-type: none"> • Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

PROPOSAL	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed in Section 4.3.
<input type="checkbox"/> Cost Proposal	The Cost Proposal should be prepared using Microsoft Excel.
PROPOSAL APPENDICES	
<input type="checkbox"/> Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. <ul style="list-style-type: none"> • Financial Statement or Annual Report • Business tax return • Statement of income and balance sheet
<input type="checkbox"/> Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
MANDATORY ATTACHMENTS <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
Attachments Which May Be Submitted Upon Award <i>Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible include available information as part of your proposal to expedite processing.</i>	
<input type="checkbox"/> C. W-9	
<input type="checkbox"/> D. Business License	
<input type="checkbox"/> E. Proof of Registration with the California Secretary of State	
<input type="checkbox"/> F. Certificates of Insurance	
<input type="checkbox"/> G. Vaccination Attestation	
<input type="checkbox"/> Contact Information <i>Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.</i>	

4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information.

An editable version of the template below has been posted to Long Beach Buys. Proposers should complete the editable template and submit it as their narrative proposal.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	DUNS number	
	Website	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation	<i>State and Date of incorporation:</i> _____
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		

How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 4	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 5	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

SUB-CONTRACTOR CONTACT INFORMATION	
Does the proposal include subcontractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, provide the following for all subcontractors included in this proposal.	
Organization	Company Name

	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i>	 _____
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Which specific requirements of this RFP will the subcontractor perform?		
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.		
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have nationally, locally, and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		

Organizational Capacity & Experience

<p>1. Provide concrete examples that illustrate your organization's experience and expertise in:</p> <p>a) Working with and addressing supportive service needs of people at risk of or experiencing homelessness and</p> <p>b) Developing and implementing relevant program systems and services.</p>
<p>2. Describe your organization's basic organization and management structure. Include the number of personnel involved in your organization, including employees, interns, members, and volunteers.</p>
<p>3. Describe steps that your organization will take to ensure that you will be ready to start operation and services by January 1, 2023.</p>
<p>4. Funding for the subcontract will be disbursed on a cost-reimbursement basis. Describe your organization's experience and capacity to maintain operational cash-flow while reimbursements are in process.</p>

Project Design

<p>1. Provide a clear and concise description of your proposed solution that addresses the Scope of Work detailed in this RFP.</p>
<p>2. How will your organization incorporate Housing First, Harm Reduction, and Trauma-Informed Care into the project design?</p>
<p>3. Describe your organization's staffing plan and how it will cover the service responsibilities required of this program.</p>
<p>4. Describe how your organization will provide all operational needs of the site.</p>
<p>5. Identify potential challenges to implementing your proposed project and explain how these challenges will be addressed.</p>
<p>6. How will your program regularly receive and incorporate participant feedback and address potential grievances?</p>

Coordination and Collaboration

1. Describe your organization's outreach plan to bring households experiencing homelessness and/or households at risk of homelessness into the project. Provide a brief explanation of how households will be identified, referred to the project, and connected with assistance, services, and/or housing from partner agencies.
2. Describe your organization's approach to collaboration with the Coordinated Entry System (CES).
3. Describe how your organization will track and evaluate the effectiveness of your project.
4. Describe what performance metrics your organization will monitor and the approach to achieving these targets. Be sure to identify tools that your organization will utilize to capture data or document that project goals are being met.
5. Describe your organization's experience using a HMIS or comparable database system.
6. Detail how your organization will actively work to identify and address performance concerns.

Commitment to Racial Equity

1. Describe your organization's experience working with and serving culturally and racially diverse populations.
2. Describe any plan and work that your organization has undergone to improve racial equity.
3. How are people with lived experiences and individuals from vulnerable populations engaged in your organization's planning and decision-making processes? Describe the policies or practices in place that ensure the experiences of marginalized communities are represented in your organizational infrastructure.

Budget and Cost Effectiveness

1. Describe your organization's financial accounting system and its capacity to administer the accounting requirements of this project.
2. Describe your organization's experience in leveraging other Federal, State, local, and private sector funds.
3. Please describe the source of match and leverage.

5 Terms & Conditions

5.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach Department of Health and Human Services
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.
11. HUD: Department of Housing and Urban Development
12. CoC: Continuum of Care
13. HMIS: Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
14. DUNS: Active Dun & Bradstreet Universal Numbering System
15. ESG: The Emergency Solutions Grant
16. Measure H: A measure passed by voters March 2017, to address homelessness throughout Los Angeles County. It is designed to fund a comprehensive regional

approach encompassing 21 interconnected strategies in six areas to address homelessness that include prevention, subsidized housing, increase income, case management and services, coordinated system, and increase of affordable/homeless housing.

17. RRH: Rapid re-housing

18. HP: Homelessness Prevention

19. CES: Coordinated Entry System

5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.

9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
15. Proposals may be withdrawn by written notice received prior to the proposal opening time.
16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.

19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
20. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
21. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
22. If the Contractor elects to use subcontractors, the City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
23. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
24. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
25. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with

any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

26. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
27. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
28. The City will not be liable for Federal, State, or Local excise taxes.
29. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
30. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
31. Proposals shall be kept confidential until a contract is awarded.
32. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
33. Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

5.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages. . As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:
 - a. Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
 - b. As applicable, workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.
 - c. If use of vehicles is part of the scope of services, for example, in distributing supplies, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).
 - d. Crime insurance including Employee Dishonesty (Theft) in an amount not less than the greater of Fifty Thousand Dollars (US \$50,000) or the maximum amount of grant funding provided up front to the Contractor pursuant to this Contract. Such insurance shall name the City of Long Beach as loss payee as its interests may appear (ATIMA).

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

3. Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages.
4. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.
5. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal,

state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

6. Awarded Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").
7. In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.
8. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

9. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.
10. If the Awarded Contractor elects to use subcontractors, Awarded Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.
11. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
12. The provisions of this section shall survive the expiration or termination of this Contract.

5.4 Additional Requirements

Contractor for the Rapid Re-housing funding shall abide by all terms contained in the existing agreements between the City of Long Beach and HUD, the City of Long Beach, and Los Angeles County (Contract 36291). Note that the funding contract with HUD is estimated to be executed until December 2022 and will be accessible to the public once conformed.

Contractor for the Homeless Prevention funding shall abide by all terms contained in the existing agreement between the City of Long Beach and the Los Angeles County, (Contract 36291).

5.5 Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the

contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

ATTACHMENT “B”

CITY OF LONG BEACH

EMERGENCY SOLUTIONS GRANT PROGRAM (ESG) FY 22

Program Budget for Interval House Project Name: Interval House Rapid Re-Housing Program
Contract # PENDING

BUDGET ITEM		ALLOCATION	BUDGETED SERVICE ACTIVITIES
RAPID RE-HOUSING - Housing Relocation and Stabilization Services (Services Costs)			
1. Case Manager/Housing Advocate - 0.70 FTE	\$	55,418	Responsible for providing housing search and placement assistance and housing stability case management to help program participants relocate to safe, affordable housing and remain stably housed..
2. Allowable Indirect cost (10%)	\$	5,542	For payment of allowable indirect costs.
TOTAL HRSS (SERVICES COSTS)	\$	60,960	Total HRSS (Services Costs) for Reimbursement
RAPID RE-HOUSING - Housing Relocation and Stabilization Services (Financial Assistance Costs)			
1. Security Deposits	\$	16,750	Funds to support security deposits for an estimated 8 households.
2. Allowable Indirect cost (10%)	\$	1,675	For payment of allowable indirect costs.
TOTAL HRSS (FINANCIAL ASSISTANCE COSTS)	\$	18,425	Total HRSS (Financial Assistance Costs) for Reimbursement
RAPID RE-HOUSING - Rental Assistance (Short-term and Medium-term)			
1. Short-term Rental Assistance			
2. Medium-term Rental Assistance	\$	118,733	Payments for an estimated 8 households to be assisted with Short/Medium-term rental assistance.
TOTAL RENTAL ASSISTANCE (RENTAL ASSISTANCE)	\$	118,733	Total Rental Assistance (Short-term and Medium-term) for Reimbursement
TOTAL CITY OF LONG BEACH CONTRACT	\$	198,118	Rapid Re-Housing HRSS + Rapid Re-Housing HRSS (Financial Assistance) + Rapid Re-Housing (Rental Assistance)

ESG Program Budget FY 22

 _____ Initial

ATTACHMENT “C”

Award & Subaward Identification Information

Subrecipient Name	Interval House
Subrecipient's Unique Entity Identifier	113510176-0000
Subrecipient California Entity Identification Number	C0962895
Federal Award Identification Number (FAIN) / Funder Award Number	E-22-MC-06-0522
Federal / Funder Award Date	November 09, 2022
Subaward Period of Performance Start and End Date	March 1, 2023 – February 29, 2024
Amount of Federal Funds Obligated by this Action	\$198,118.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$198,118.00
Total Amount of the Federal Award committed to the Subrecipient	\$198,118.00
Federal award project description	See Attachment A.
Name of Federal Awarding Agency / Funder	U.S. Department of Housing and Urban Development Office of Community Planning and Development
Name of Pass-Through Entity	City of Long Beach, Department of Health & Human Services
Awarding Official of the Pass-Through Entity	Thomas B. Modica, City Manager C/O Kelly Colopy, Director, Department of Health & Human Services City of Long Beach, Department of Health & Human Services Homeless Services Bureau 333 W. Broadway, Suite 216 Long Beach, CA 90802
CFDA Number and Name (Applicable to Federal Awards Only)	14.231 – Emergency Solutions Grant Program
Research & Development Award? (Yes or No)	No
Indirect Cost Rate	Yes


 _____ initial

ATTACHMENT “D”



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

Health Information In Compliance With the Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act)

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered as of _____, 2023 by and between Interval House, a nonprofit corporation [corporation, partnership, dba], whose business address is 6615 E. Pacific Coast Hwy #170, Long Beach, CA 90803 (hereinafter referred to as "Business Associate"), and the CITY OF LONG BEACH, a municipal corporation (hereinafter referred to as "City" or "Covered Entity").

WHEREAS, the City, a municipal corporation under the laws of the State of California, is a single legal entity which has various departments, including a Department of Health and Human Services that provides a multitude of health care and related services, and other departments that may have access to and use individually identifiable health information, such as human resources, a parks, recreation and marine department, a technology department, a fire department with ambulance services, and a police department; and

WHEREAS, in the course of providing health care, related and other services, the City obtains and may share amongst the various City departments protected health information; and

WHEREAS, Business Associate performs particular duties, functions, activities, or services for, or on behalf of the City; and

WHEREAS, Business Associate receives, has access to or creates protected health information in order to perform such duties, functions, activities or services; and

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

NOW, THEREFORE, in consideration of the mutual terms covenants, and conditions in this Agreement, the parties agree as follows:

1. DEFINITIONS. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations, including the Privacy Rule and the Security Rule codified in Title 45, Sections 160-164 of the Code of Federal Regulations, and under the HITECH Act.
2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.
 - A. Non-disclosure. Business Associate agrees to not use or disclose protected health information other than as permitted or required by the Agreement or as required by law.
 - B. Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Regulations.
 - C. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirements of this Agreement.
 - D. Notice of Use or Disclosure, Security Incident or Breach. Business Associate agrees to notify the designated privacy official of the Covered Entity of any use or disclosure of protected health information by Business Associate not permitted by this Agreement, any security incident involving electronic protected health information, and any breach of unsecured protected health information without unreasonable delay, but in no case more than thirty (30) days following discovery of breach.
 1. Business Associate shall provide the following information in such notice to Covered Entity:
 - (a) The identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach;
 - (b) A description of the nature of the breach including the types of unsecured protected health information that were involved, the date of the breach and the date of discovery;
 - (c) A description of the type of unsecured protected health information acquired, accessed, used or disclosed in the breach (e.g., full name, social security number, date of birth, etc.);
 - (d) The identity of the person who made and who received

- (if known) the unauthorized acquisition, access, use or disclosure;
- (e) A description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and
 - (f) Any other details necessary for Covered Entity to assess risk of harm to individual(s), including identification of each individual whose unsecured protected health information has been breached and steps such individuals should take to protect themselves.
2. Covered Entity shall be responsible for providing notification to individuals whose unsecured protected health information has been disclosed, as well as the Secretary and the media, as required by the HITECH Act.
 3. Business Associate agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.
 4. The parties agree that this section satisfies any notice requirements of Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful security incidents for which no additional notice to Covered Entity shall be required. For purposes of this Agreement, unsuccessful security incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic public health information.
- E. Reporting of disclosures. Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by this Agreement of which it becomes aware.
- F. Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- G. Availability of Information to City. Business Associate agrees to provide prompt access to protected health information in a designated record set to Covered Entity or, as directed by Covered Entity, to an individual upon Covered Entity's request in order to meet the requirements under 45 CFR § 164.524. If Business Associate maintains an electronic health record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- H. Amendment of Protected Health Information. Business Associate agrees to promptly make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an individual.
- I. Internal Practices. Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, covered entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of the Secretary determining the Business Associate's compliance with the Privacy Rule.
- J. Reporting of Disclosures. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for the City to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.
- K. Availability of Information to Covered Entity. Business Associate agrees to promptly provide to Covered Entity or an individual information collected in accordance with Section 2(j) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with the Privacy Rule, including but not limited to 45 CFR § 164.528, and the HITECH Act.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. The specific use and disclosure provisions are as follows:

- A. Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use protected health information to provide data aggregation services to covered entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- D. Business Associate may use protected health information to report violations of law to appropriate federal and state authorities, consistent with § 164.502(j)(1).

4. PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- A. Business Associate shall not use or disclose protected health information for fundraising or marketing purposes.
- B. Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information solely relates.
- C. Business Associate shall not directly or indirectly receive payment or remuneration in exchange for protected health information, except with the prior written consent of Covered Entity and as permitted by law, including HIPAA and the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate.

5. OBLIGATIONS OF COVERED ENTITY.

- A. Notification of Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of covered entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B. Notification of Change or Revocation of Permission. Covered entity shall notify Business Associate of any changes in, or revocation of,

permission by individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

C. Notification of Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may effect Business Associate's use or disclosure of protected health information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that this restriction is not intended and shall not be construed to limit Business Associate's capacity to use or disclose protected health information for the proper management and administration of the Business Associate or to provide data aggregation services to Covered Entity as provided for and expressly permitted under Section 3 (a), (b), and (c) of this Agreement.

7. TERM AND TERMINATION.

A. *Term.* The term of this Agreement shall be effective upon execution, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.

B. *Termination for Cause.* Upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall either:

1. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, the violation shall be reported to the Secretary.

C. *Effect of Termination.*

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
 2. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.
8. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS.
- Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement with the Covered Entity, available to Covered Entity, at no cost to Covered Entity to testify as witnesses or otherwise, in the event of litigation or administrative proceedings commenced against Covered Entity, its directors, officers, or employees based on a claimed violation of HIPAA, the HIPAA Regulations, the HITECH Act, or other laws relating to security or privacy, except where Business Associate or its subcontractors, employees or agents are named as an adverse party.
9. MISCELLANEOUS.
- A. *References.* A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect or as amended.
 - B. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for covered entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and other privacy laws governing protected health information. Amendments must be in writing and signed by the parties to the Agreement.
 - C. *Survival.* The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

- D. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Regulations and the HITECH Act.
10. LAW. This Agreement shall be governed by and construed pursuant to federal law and the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Business Associate shall comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities.
11. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.
12. INDEMNITY.
- A. Business Associate shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents (“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Business Associate’s breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Business Associate, its officers, employees, agents, subcontractors, or anyone under Business Associate’s control, in the performance of work or services under this Agreement (collectively “Claims” or individually “Claim”).
- B. In addition to Business Associate’s duty to indemnify, Business Associate shall have a separate and wholly independent duty to defend Indemnified Parties at Business Associate’s expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Business Associate shall be required for the duty to defend to arise. City shall notify Business Associate of any Claim, shall tender the defense of the Claim to Business Associate, and shall assist Business Associate, as may be reasonably requested, in the defense.
13. AMBIGUITY. In the event of any conflict or ambiguity in this Agreement, such ambiguity shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HIPAA Regulations, the HITECH Act and California law.
14. COSTS. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies

hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and court costs, including appeals.

15. NOTICES. Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Business Associate at the address first stated herein, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attention: Director, Health Department. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.
16. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
17. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 12 and 14 prior to termination or expiration of this Agreement, and shall not extinguish any warranties hereunder.
18. ADVERTISING. Business Associate shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.
19. THIRD PARTY BENEFICIARY. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated herein.

September 15, 2023

_____, 20____

Interval House
(Name of Business Associate)

a nonprofit corporation
(corporation, partnership, individual)

By Laura O'Neil

Title: _____

By _____

Title: _____

CITY OF LONG BEACH, a municipal corporation

9/29, 2023

By Linda F. Jabara

City Manager or designee
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City"

The foregoing Agreement is hereby approved as to form this 21 day of September, 2023.

CHARLES PARKIN, City Attorney

By Art L.

Deputy

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated herein.

September 15, 2023

_____, 20__

Interval House,
(Name of Business Associate)

a nonprofit corporation
(corporation, partnership, individual)

By Carla Williams

Title: _____

By _____

Title: _____

CITY OF LONG BEACH, a municipal corporation

_____, 20__

By _____
City Manager or designee

"City"

The foregoing Agreement is hereby approved as to form this ____ day of _____, 20__.

CHARLES PARKIN, City Attorney

By _____
Deputy

ATTACHMENT “E”



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

CERTIFICATION REGARDING DEBARMENT

By signing and submitting this document, the recipient of federal assistance funds is providing the certification as set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the recipient of Federal Assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstance.
3. The terms "covered transaction", "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
4. The recipient of Federal assistance funds agrees by submitting this document that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the departmental or agency with which this transaction originated.
5. The recipient of Federal assistance funds further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from procurement or non-procurement programs.
7. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

CERTIFICATE REGARDING DEBARMENT

Page 2

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

The regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' Responsibilities require this certification.

1. The recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this document.

Agreement Number: _____

Contract Agency: Interval House

Name and Title of Authorized Representative: Carol Williams

Carol Williams
Signature

9/15/23
Date

ATTACHMENT “F”



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4049

CERTIFICATION REGARDING LOBBYING

Contractor(s) and lobbyist firm(s), as defined in the Los Angeles County Code Chapter 2.160 (ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirement shall constitute a material breach of the contract upon which the City of Long Beach may immediately terminate this contract and the Contractor shall be liable for civil action.

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and the Housing and Urban Development Code of Federal Regulations 24 part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with Federal Lobbyist Requirements shall be subject to civil penalties. The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients

CERTIFICATE REGARDING LOBBYING

Page 2

shall certify and disclose accordingly.

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

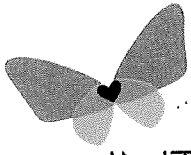
Agreement Number: _____

Contract Agency: Interval House

Name and Title of Authorized Representative: Carol Williams

Carol Williams
Signature

9/15/23
Date



...on the strength of beautiful new wings we will soar!

INTERVAL HOUSE
Crisis Shelters & Centers for Victims of Domestic Violence

INTERVAL HOUSE
RESOLUTION OF THE GOVERNING BOARD

WHEREAS:

Interval House, a non-profit corporation, is eligible and to apply for grants or funding from federal, state, county, city or private entities during the 2023-2024 fiscal year;

RESOLVED THAT:

1. The Board of Directors of Interval House hereby authorizes Carol Anne Williams, Executive Director, to apply for any grants or funding applications in accordance with the program statute, regulations and all requirements.
2. If the grant or funding application is approved, the Board of Directors authorizes Carol Anne Williams, Executive Director, to sign contracts and amendments, modifications, and extensions with the funding agency on behalf of Interval House's Board of Directors.
3. If the grant or funding application is approved, the Board of Directors of Interval House hereby authorizes the use of funds for eligible activities in the manner presented in the application as approved and in accordance with the program statute and the contracts.

~~PASSED AND ADOPTED~~ at a regular Board of Directors meeting of Interval House this twenty-seven (27th) day of June 2023 by the following vote:

AYES:	14	ABSTENTIONS:	0
NOES:	0	ABSENT:	1

Donna Melody
Donna Melody, President of the Board

6/27/23
Date