

AGREEMENT

36166

THIS AGREEMENT is made and entered, in duplicate, as of November 17, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 9, 2021, by and between THE ILLUMINATION FOUNDATION, a California corporation ("Contractor"), with a place of business at 1091 n Batavia St., Orange, California 92867 and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with providing intensive care management services for individuals and families experiencing homelessness who are matched with Emergency Housing Vouchers through the Long Beach Coordinated Entry System. Providers will be required to provide housing location assistance to assist persons in obtaining housing and ongoing case management to support people in retaining their housing ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for

1 these services in the manner described below, not to exceed Four Hundred Twenty-  
2 Nine Thousand Three Hundred Thirty Dollars (\$429,330), at the rates or charges  
3 shown in Exhibit "B".

4 B. City shall pay Contractor in due course of payments following  
5 receipt from Contractor and approval by City of invoices showing the services or  
6 task performed, the time expended (if billing is hourly), and the name of the Project.  
7 Contractor shall certify on the invoices that Contractor has performed the services  
8 in full conformance with this Agreement and is entitled to receive payment. Each  
9 invoice shall be accompanied by a progress report indicating the progress to date  
10 of services performed and covered by the invoice, including a brief statement of any  
11 Project problems and potential causes of delay in performance, and listing those  
12 services that are projected for performance by Contractor during the next invoice  
13 cycle. Where billing is done and payment is made on an hourly basis, the parties  
14 acknowledge that this arrangement is either customary practice for Contractor's  
15 profession, industry or business, or is necessary to satisfy audit and legal  
16 requirements which may arise due to the fact that City is a municipality.

17 C. Contractor represents that Contractor has obtained all  
18 necessary information on conditions and circumstances that may affect its  
19 performance and has conducted site visits, if necessary.

20 D. By executing this Agreement, Contractor warrants that  
21 Contractor (a) has thoroughly investigated and considered the scope of services to  
22 be performed, (b) has carefully considered how the services should be performed,  
23 and (c) fully understands the facilities, difficulties and restrictions attending  
24 performance of the services under this Agreement. If the services involve work upon  
25 any site, Contractor warrants that Contractor has or will investigate the site and is  
26 or will be fully acquainted with the conditions there existing, prior to commencement  
27 of services set forth in this Agreement. Should Contractor discover any latent or  
28 unknown conditions that will materially affect the performance of the services set

1        forth in this Agreement, Contractor must immediately inform the City of that fact and  
2        may not proceed except at Contractor's risk until written instructions are received  
3        from the City.

4                E.        Contractor must adopt reasonable methods during the life of  
5        the Agreement to furnish continuous protection to the work, and the equipment,  
6        materials, papers, documents, plans, studies and other components to prevent  
7        losses or damages, and will be responsible for all damages, to persons or property,  
8        until acceptance of the work by the City, except those losses or damages as may  
9        be caused by the City's own negligence.

10              F.        CAUTION: Contractor shall not begin work until this  
11        Agreement has been signed by both parties and until Contractor's evidence of  
12        insurance has been delivered to and approved by City.

13              2.        TERM. The term of this Agreement shall commence at midnight on  
14        December 1, 2021, and shall terminate at 11:59 p.m. on December 1, 2022, unless sooner  
15        terminated as provided in this Agreement, or unless the services or the Project is  
16        completed sooner. Contractor shall have the option to renew for an additional one-year  
17        period, at the discretion of the City Manager.

18              3.        COORDINATION AND ORGANIZATION.

19              A.        Contractor shall coordinate its performance with City's  
20        representative, if any, named in Exhibit "C", attached to this Agreement and  
21        incorporated by this reference. Contractor shall advise and inform City's  
22        representative of the work in progress on the Project in sufficient detail so as to  
23        assist City's representative in making presentations and in holding meetings on the  
24        Project. City shall furnish to Contractor information or materials, if any, described in  
25        Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
26        perform any other tasks described in the Exhibit.

27              B.        The parties acknowledge that a substantial inducement to City  
28        for entering this Agreement was and is the reputation and skill of Contractor's key

1 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
2 reference. City shall have the right to approve any person proposed by Contractor  
3 to replace that key employee.

4 4. INDEPENDENT CONTRACTOR. In performing its services,  
5 Contractor is and shall act as an independent contractor and not an employee,  
6 representative or agent of City. Contractor shall have control of Contractor's work and the  
7 manner in which it is performed. Contractor shall be free to contract for similar services to  
8 be performed for others during this Agreement; provided, however, that Contractor acts in  
9 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
10 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
11 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
12 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
13 the usual and customary rights, benefits or privileges of City employees. Contractor  
14 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
15 shall represent themselves to be employees or agents of City.

16 5. INSURANCE.

17 A. As a condition precedent to the effectiveness of this  
18 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
19 duration of this Agreement, from insurance companies that are admitted to write  
20 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
21 Company or from authorized non-admitted insurance companies subject to Section  
22 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
23 by A.M. Best Company, the following insurance:

24 (a) Commercial general liability insurance (equivalent in scope to  
25 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
26 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
27 coverage shall include but not be limited to broad form contractual liability,  
28 cross liability, independent contractors liability, and products and completed

1 operations liability. City, its boards and commissions, and their officials,  
2 employees and agents shall be named as additional insureds by  
3 endorsement (on City's endorsement form or on an endorsement equivalent  
4 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
5 shall contain no special limitations on the scope of protection given to City,  
6 its boards and commissions, and their officials, employees and agents. This  
7 policy shall be endorsed to state that the insurer waives its right of  
8 subrogation against City, its boards and commissions, and their officials,  
9 employees and agents.

10 (b) Workers' Compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than  
12 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
13 its right of subrogation against City, its boards and commissions, and their  
14 officials, employees and agents.

15 (c) Professional liability or errors and omissions insurance in an  
16 amount not less than \$1,000,000 per claim.

17 (d) Commercial automobile liability insurance (equivalent in scope  
18 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
19 amount not less than \$500,000 combined single limit per accident.

20 B. Any self-insurance program, self-insured retention, or  
21 deductible must be separately approved in writing by City's Risk Manager or  
22 designee and shall protect City, its officials, employees and agents in the same  
23 manner and to the same extent as they would have been protected had the policy  
24 or policies not contained retention or deductible provisions.

25 C. Each insurance policy shall be endorsed to state that coverage  
26 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
27 written notice to City, shall be primary and not contributing to any other insurance  
28 or self-insurance maintained by City, and shall be endorsed to state that coverage

1 maintained by City shall be excess to and shall not contribute to insurance or self-  
2 insurance maintained by Contractor. Contractor shall notify City in writing within five  
3 (5) days after any insurance has been voided by the insurer or cancelled by the  
4 insured.

5 D. If this coverage is written on a "claims made" basis, it must  
6 provide for an extended reporting period of not less than one hundred eighty (180)  
7 days, commencing on the date this Agreement expires or is terminated, unless  
8 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
9 continuing coverage for a period of not less than three (3) years, commencing on  
10 the date this Agreement expires or is terminated.

11 E. Contractor shall require that all sub-contractors or contractors  
12 that Contractor uses in the performance of these services maintain insurance in  
13 compliance with this Section unless otherwise agreed in writing by City's Risk  
14 Manager or designee.

15 F. Prior to the start of performance, Contractor shall deliver to City  
16 certificates of insurance and the endorsements for approval as to sufficiency and  
17 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
18 insurance, furnish to City certificates of insurance and endorsements evidencing  
19 renewal of the insurance. City reserves the right to require complete certified copies  
20 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
21 time. Contractor shall make available to City's Risk Manager or designee all books,  
22 records and other information relating to this insurance, during normal business  
23 hours.

24 G. Any modification or waiver of these insurance requirements  
25 shall only be made with the approval of City's Risk Manager or designee. Not more  
26 frequently than once a year, City's Risk Manager or designee may require that  
27 Contractor, Contractor's sub-Contractors and contractors change the amount,  
28 scope or types of coverages required in this Section if, in his or her sole opinion, the

1 amount, scope or types of coverages are not adequate.

2 H. The procuring or existence of insurance shall not be construed  
3 or deemed as a limitation on liability relating to Contractor's performance or as full  
4 performance of or compliance with the indemnification provisions of this Agreement.

5 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
6 contemplates the personal services of Contractor and Contractor's employees, and the  
7 parties acknowledge that a substantial inducement to City for entering this Agreement was  
8 and is the professional reputation and competence of Contractor and Contractor's  
9 employees. Contractor shall not assign its rights or delegate its duties under this  
10 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
11 of City, except that Contractor may with the prior approval of the City Manager of City,  
12 assign any moneys due or to become due Contractor under this Agreement. Any  
13 attempted assignment or delegation shall be void, and any assignee or delegate shall  
14 acquire no right or interest by reason of an attempted assignment or delegation.  
15 Furthermore, Contractor shall not subcontract any portion of its performance without the  
16 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
17 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
18 prevent Contractor from employing as many employees as Contractor deems necessary  
19 for performance of this Agreement.

20 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
21 certifies that, at the time Contractor executes this Agreement and for its duration,  
22 Contractor does not and will not perform services for any other client which would create a  
23 conflict, whether monetary or otherwise, as between the interests of City and the interests  
24 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
25 employees, sub-Contractors and contractors.

26 8. MATERIALS. Contractor shall furnish all labor and supervision,  
27 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
28 necessary to or used in the performance of Contractor's obligations under this Agreement,

1 except as stated in Exhibit "D".

2 9. OWNERSHIP OF DATA. All materials, information and data  
3 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
4 with this Agreement, including but not limited to documents, estimates, calculations,  
5 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
6 models, reports, summaries, drawings, designs, notes, plans, information, material and  
7 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
8 in a format identified by City, and City shall have the unrestricted right to use and disclose  
9 the Data in any manner and for any purpose without payment of further compensation to  
10 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that  
11 Data shall not be made available to any person or entity for use without the prior approval  
12 of City. This warranty shall survive termination of this Agreement for five (5) years.

13 10. TERMINATION. Either party shall have the right to terminate this  
14 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
15 prior notice to the other party. In the event of termination under this Section, City shall pay  
16 Contractor for services satisfactorily performed and costs incurred up to the effective date  
17 of termination for which Contractor has not been previously paid. The procedures for  
18 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
19 termination, Contractor shall deliver to City all Data developed or accumulated in the  
20 performance of this Agreement, whether in draft or final form, or in process. And,  
21 Contractor acknowledges and agrees that City's obligation to make final payment is  
22 conditioned on Contractor's delivery of the Data to City.

23 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
24 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
25 performing its services, during the term of this Agreement and for five (5) years following  
26 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
27 all information, whether written, oral or visual, obtained by any means whatsoever in the  
28 course of performing its services for the same period of time. Contractor shall not disclose



1 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
2 of others except for the purpose of this Agreement.

3 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
4 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
5 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
6 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
7 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
8 to subpoena or court order.

9 13. ADDITIONAL SERVICES. The City has the right at any time during  
10 the performance of the services, without invalidating this Agreement, to order extra work  
11 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
12 the work. No extra work may be undertaken unless a written order is first given by the City,  
13 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
14 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
15 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
16 City Representative. Any greater increases, taken either separately or cumulatively, must  
17 be approved by the City Council. It is expressly understood by Contractor that the  
18 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
19 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
20 the services to be provided pursuant to the RFP may be more costly or time consuming  
21 than Contractor anticipates and that Contractor will not be entitled to additional  
22 compensation for the services set forth in the RFP.

23 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
24 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
25 amounts the payment of which may be in dispute or that are necessary to compensate the  
26 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
27 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
28 performing or failing to perform Contractor's obligations under this Agreement. In the event

1 that any claim is made by a third party, the amount or validity of which is disputed by  
2 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
3 City may withhold from any payment due, without liability for interest because of the  
4 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
5 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
6 indemnify and protect the City as elsewhere provided in this Agreement.

7 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
8 amended, nor any provision or breach waived, except in writing signed by the parties which  
9 expressly refers to this Agreement.

10 16. LAW. This Agreement shall be construed in accordance with the laws  
11 of the State of California, and the venue for any legal actions brought by any party with  
12 respect to this Agreement shall be the County of Los Angeles, State of California for state  
13 actions and the Central District of California for any federal actions. Contractor shall cause  
14 all work performed in connection with construction of the Project to be performed in  
15 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
16 county or municipal governments or agencies (including, without limitation, all applicable  
17 federal and state labor standards, including the prevailing wage provisions of sections 1770  
18 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
19 marshal, health officer, building inspector, or other officer of every governmental agency  
20 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
21 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
22 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
23 force and effect.

24 17. PREVAILING WAGES.

25 A. Contractor agrees that all public work (as defined in California  
26 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
27 Work"), if any, shall comply with the requirements of California Labor Code sections  
28 1770 *et seq.* City makes no representation or statement that the Project, or any

1 portion thereof, is or is not a "public work" as defined in California Labor Code  
2 section 1720.

3 B. In all bid specifications, contracts and subcontracts for any  
4 such Public Work, Contractor shall obtain the general prevailing rate of per diem  
5 wages and the general prevailing rate for holiday and overtime work in this locality  
6 for each craft, classification or type of worker needed to perform the Public Work,  
7 and shall include such rates in the bid specifications, contract or subcontract. Such  
8 bid specifications, contract or subcontract must contain the following provision: "It  
9 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
10 wages to all workers employed by the contractor in the execution of this contract.  
11 The contractor expressly agrees to comply with the penalty provisions of California  
12 Labor Code section 1775 and the payroll record keeping requirements of California  
13 Labor Code section 1771."

14 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
15 constitutes the entire understanding between the parties and supersedes all other  
16 agreements, oral or written, with respect to the subject matter in this Agreement.

17 19. INDEMNITY.

18 A. Contractor shall indemnify, protect and hold harmless City, its  
19 Boards, Commissions, and their officials, employees and agents ("Indemnified  
20 Parties"), from and against any and all liability, claims, demands, damage, loss,  
21 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
22 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
23 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
24 in part, out of or in connection with (1) Contractor's breach or failure to comply with  
25 any of its obligations contained in this Agreement, including all applicable federal  
26 and state labor requirements including, without limitation, the requirements of  
27 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
28 omissions or misrepresentations committed by Contractor, its officers, employees,

1 agents, subcontractors, or anyone under Contractor's control, in the performance of  
2 work or services under this Agreement (collectively "Claims" or individually "Claim").

3 B. In addition to Contractor's duty to indemnify, Contractor shall  
4 have a separate and wholly independent duty to defend Indemnified Parties at  
5 Contractor's expense by legal counsel approved by City, from and against all  
6 Claims, and shall continue this defense until the Claims are resolved, whether by  
7 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
8 breach, or the like on the part of Contractor shall be required for the duty to defend  
9 to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
10 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,  
11 in the defense.

12 C. If a court of competent jurisdiction determines that a Claim was  
13 caused by the sole negligence or willful misconduct of Indemnified Parties,  
14 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the  
15 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
16 percentage of willful misconduct attributed by the court to the Indemnified Parties.

17 D. The provisions of this Section shall survive the expiration or  
18 termination of this Agreement.

19 20. FORCE MAJEURE. If any party fails to perform its obligations  
20 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
21 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
22 governmental regulations, governmental controls, judicial orders, enemy or hostile  
23 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
24 beyond the reasonable control of the party obligated to perform, then that party's  
25 performance will be excused for a period equal to the period of such cause for failure to  
26 perform.

27 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
28 Agreement and any Exhibit, the provisions of this Agreement shall govern.

1                   22.    NONDISCRIMINATION.

2                   A.     In connection with performance of this Agreement and subject  
3                   to applicable rules and regulations, Contractor shall not discriminate against any  
4                   employee or applicant for employment because of race, religion, national origin,  
5                   color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
6                   disability. Contractor shall ensure that applicants are employed, and that employees  
7                   are treated during their employment, without regard to these bases. These actions  
8                   shall include, but not be limited to, the following: employment, upgrading, demotion  
9                   or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
10                  or other forms of compensation; and selection for training, including apprenticeship.

11                  23.    EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
12                  accordance with the provisions of the Ordinance, this Agreement is subject to the  
13                  applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
14                  Long Beach Municipal Code, as amended from time to time.

15                  A.     During the performance of this Agreement, the Contractor  
16                  certifies and represents that the Contractor will comply with the EBO. The  
17                  Contractor agrees to post the following statement in conspicuous places at its place  
18                  of business available to employees and applicants for employment:

19                  "During the performance of a contract with the City of Long Beach, the  
20                  Contractor will provide equal benefits to employees with spouses and its  
21                  employees with domestic partners. Additional information about the City of  
22                  Long Beach's Equal Benefits Ordinance may be obtained from the City of  
23                  Long Beach Business Services Division at 562-570-6200."

24                  B.     The failure of the Contractor to comply with the EBO will be  
25                  deemed to be a material breach of the Agreement by the City.

26                  C.     If the Contractor fails to comply with the EBO, the City may  
27                  cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
28                  to become due under the Agreement may be retained by the City. The City may

1 also pursue any and all other remedies at law or in equity for any breach.

2 D. Failure to comply with the EBO may be used as evidence  
3 against the Contractor in actions taken pursuant to the provisions of Long Beach  
4 Municipal Code 2.93 et seq., Contractor Responsibility.

5 E. If the City determines that the Contractor has set up or used its  
6 contracting entity for the purpose of evading the intent of the EBO, the City may  
7 terminate the Agreement on behalf of the City. Violation of this provision may be  
8 used as evidence against the Contractor in actions taken pursuant to the provisions  
9 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

10 24. NOTICES. Any notice or approval required by this Agreement shall  
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
12 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
13 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
14 to the City Clerk at the same address. Notice of change of address shall be given in the  
15 same manner as stated for other notices. Notice shall be deemed given on the date  
16 deposited in the mail or on the date personal delivery is made, whichever occurs first.

17 25. COPYRIGHTS AND PATENT RIGHTS.

18 A. Contractor shall place the following copyright protection on all  
19 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

20 B. City reserves the exclusive right to seek and obtain a patent or  
21 copyright registration on any Data or other result arising from Contractor's  
22 performance of this Agreement. By executing this Agreement, Contractor assigns  
23 any ownership interest Contractor may have in the Data to the City.

24 C. Contractor warrants that the Data does not violate or infringe  
25 any patent, copyright, trade secret or other proprietary right of any other party.  
26 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials  
27 and employees harmless from any and all claims, demands, damages, loss, liability,  
28 causes of action, costs or expenses (including reasonable attorneys' fees) whether

1 or not reduced to judgment, arising from any breach or alleged breach of this  
2 warranty.

3 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
4 that Contractor has not employed or retained any entity or person to solicit or obtain this  
5 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
6 commission or other monies based on or from the award of this Agreement. If Contractor  
7 breaches this warranty, City shall have the right to terminate this Agreement immediately  
8 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
9 due under this Agreement or otherwise recover the full amount of the fee, commission or  
10 other monies.

11 27. WAIVER. The acceptance of any services or the payment of any  
12 money by City shall not operate as a waiver of any provision of this Agreement or of any  
13 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
14 Agreement shall not constitute a waiver of any other or subsequent breach of this  
15 Agreement.

16 28. CONTINUATION. Termination or expiration of this Agreement shall  
17 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
18 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
19 "Audit" prior to termination or expiration of this Agreement.

20 29. TAX REPORTING. As required by federal and state law, City is  
21 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
22 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
23 from payments under this Agreement. Contractor shall submit Contractor's Employer  
24 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
25 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
26 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
27 Contractor provides one of these numbers.

28 30. ADVERTISING. Contractor shall not use the name of City, its officials

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

or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

31. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.

32. THIRD PARTY BENEFICIARY. This Agreement is not 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 have caused this document to be duly executed with all formalities required by law as of the date first stated above.

12/9, 2021

THE ILLUMINATION FOUNDATION, a  
California corporation

By [Signature]  
Name PAUL LEON  
Title CEO

\_\_\_\_\_, 2021

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

January 4, <sup>2022</sup> 2021

By [Signature]  
Name Linda J. Tatum  
Title City Manager  
EXECUTED PURSUANT  
TO SECTION 107 OF  
THE CITY CHARTER.

"City"

This Agreement is approved as to form on January 4, <sup>2022</sup> 2021.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



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

1 or employees in any advertising or solicitation for business or as a reference, without the  
2 prior approval of the City Manager or designee.

3 31. AUDIT. City shall have the right at all reasonable times during the  
4 term of this Agreement and for a period of five (5) years after termination or expiration of  
5 this Agreement to examine, audit, inspect, review, extract information from and copy all  
6 books, records, accounts and other documents of Contractor relating to this Agreement.

7 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
8 designed to or entered for the purpose of creating any benefit or right for any person or  
9 entity of any kind that is not a party to this Agreement.

10 IN WITNESS WHEREOF, the parties have caused this document to be duly  
11 executed with all formalities required by law as of the date first stated above.

12  
13  
14 12/9, 2021

15  
16 \_\_\_\_\_, 2021

THE ILLUMINATION FOUNDATION, a  
California corporation

By [Signature]  
Name PAUL LEON  
Title CEO

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

21  
22 \_\_\_\_\_, 2021

By \_\_\_\_\_  
City Manager

"City"

24 This Agreement is approved as to form on \_\_\_\_\_, 2021.

26 CHARLES PARKIN, City Attorney

27 By \_\_\_\_\_  
Deputy

# EXHIBIT “A-1”

Request for Proposal



# REQUEST FOR PROPOSALS

*RFP No. HSB-2021-003*

for the  
**City of Long Beach**  
**Intensive Case Management Services**

RELEASE DATE:

Tuesday, July 6, 2021  
12:00 PM

SUBMISSION DEADLINE:

Monday, August 2, 2021  
5:00 PM

*Intensive Case Management Services (ICMS) Program*

*Total Funding Available: \$5,000,000*

*Operational Period: October 1, 2021 – September 30, 2023*

**No late, incomplete, faxed, or hand delivered applications will be accepted.**

**All questions must be submitted in writing via email to**

**[HomelessServices@longbeach.gov](mailto:HomelessServices@longbeach.gov).**

The City of Long Beach intends to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. If special accommodation is desired, please call the Department of Health and Human Services at (562) 570-3304 or (562) 570-4041 (TDD). This information is available in alternate format at the above listed telephone numbers.

**Issued By:**

*Homeless Services Bureau, Department of Health and Human Services, City of Long Beach, California 90815*

# Timeline

<b>Release Date:</b>	<b>July 6, 2021, 12:00 PM</b>
<b>Optional Pre-Proposal Meeting</b>	<b>July 14, 2021, 11:00 AM</b>
<b>RFP Questions End:</b>	<b>July 26, 2021, 5:00 PM</b>
<b>Posting of All Q &amp; A:</b>	<b>July 28, 2021, 5:00 PM</b>
<b>Due Date:</b>	<b>August 2, 2021, 5:00 PM</b>
<b>Selection of Provider</b>	<b>On or About August 10, 2021</b>
<b>Operational Period Start Date</b>	<b>On or About October 1, 2021</b>

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## Section I: Program Overview

The City of Long Beach (City) is seeking multiple agencies to provide Intensive Case Management Services (ICMS) service providers for persons experiencing homelessness in the City of Long Beach. Selected providers will be providing ICMS services to persons matched through the Long Beach Coordinated Entry System (CES) and will receive a housing voucher through the Long Beach Housing Authority. Providers will be required to provide housing location assistance to assist persons in obtaining housing and ongoing case management to support people in retaining their housing. Funding for this RFP will be derived through a combination of Federal, State and Local funding sources for the operational period of October 1, 2021 through September 30, 2023 with a City option to renew for an additional 24 months. It is the applicant's responsibility to thoroughly review this RFP as well as all regulations, including the Code of Federal Regulations Title 24 Part 576 (24 CFR 576), and guidance before preparing a proposal for funding to ensure that they have the ability to comply with the RFP and all of the program requirements.

### ***Problem Statement***

The City of Long Beach Housing Authority was rewarded 582 Emergency Housing Vouchers (EHV) which was authorized by the American Rescue Plan (ARP). The EHV's are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless. There are no supportive services attached with the EHV's. The EHV's are required to be matched through the Continuum of Care's (CoC) CES. Long Beach looks to utilize its prioritization for persons matched to the EHV vouchers with the recognition that many people will be in need of ongoing supportive services.

The City of Long Beach (City) is seeking providers of ICMS to assist in obtaining housing that will accept the EHV vouchers and increasing long-term stability within housing. ICMS services are intended to provide comprehensive support for both program participants and landlords working with the program.

### ***Applicant Eligibility Requirements***

To be eligible, applicants must meet the following conditions:

- a. Applicant must be a non-profit organization;
- b. 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;
- c. Applicant must have a Dun and Bradstreet Universal Numbering System (DUNS) number;
- d. Applicant, its officers, and employees are not currently debarred or suspended from doing business with the Federal Government, State of California, or a local government; and
- e. Applicant does 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.

### ***Funding Amount***

**The total amount funding estimated to be available for the City of Long Beach Intensive Case Management Services (ICMS) Program will be approximately \$1,000,000 per agency per year for up to two years.**

The contract term is for 12-months, beginning on October 1, 2021 or upon contract implementation through September 30, 2022, with the option to renew for an additional 12-month period, through September 30, 2023. The City reserves the discretion to amend subcontracts awarded through this RFP at an equal, lesser, or greater amount contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.

Should more funding become available for Homeless Employment Program through other grants and initiatives, the selected provider may receive an extension and/or augmentation in their contract to extend the term, scope of work, and/or to expand programming to other sites in Long Beach.

In the event that the Long Beach City Council or the Federal government fails to appropriate the necessary funds for any fiscal year, the project conditionally awarded for that period will either not be funded or funded at a reduced award level.

## Section II: Definitions

Below are the relevant definitions for purposes of the ICMS Program and this RFP:

<i><b>Term</b></i>	<i><b>Definition</b></i>
<b>Applicant/ Agency/ Provider</b>	The organization that is seeking an awarded contract with the City of Long Beach, CA for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein. For the purposes of this RFP, City may also denote the Homeless Services Bureau in the Department of Health and Human Services.
<b>Continuum of Care (CoC)</b>	A regional or local planning body that coordinates housing and services funding for homeless families and individuals. Defined by the U.S. Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
<b>Coordinated Entry System (CES)</b>	A centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations designed to coordinate homelessness program participant intake, assessment, and provision of referrals.
<b>Evaluation Committee</b>	An independent committee comprised solely of representations of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select an agency.
<b>Homeless</b>	An individual or family who lacks a fixed, regular, and adequate nighttime residence, which includes: (1) a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground) or (2) publicly or privately operated shelter or transitional housing, including a hotel or motel paid for by government or charitable organizations. Same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
<b>Homeless Management</b>	The information system designated by a CoC to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term 'HMIS' also includes the use of a comparable database by a victim service

<b>Information System (HMIS)</b>	provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations. The City currently uses Clarity platform by Bitfocus.
<b>Homeless Youth</b>	Unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). 'Homeless youth' includes unaccompanied youth who are pregnant or parenting.
<b>Multi-Service Center (MSC)</b>	A centralized hub that serves as a primary point of entry for persons seeking homeless services in Long Beach. Services range from basic amenities of shower, laundry, mail, case management, transportation, medical care, mental health, substance abuse treatment, and housing navigation.



## Section III

### Scope of Work

#### ***Program Objective***

The purpose of this RFP is to select multiple service providers to offer Intensive Case Management Services (ICMS). This RFP will award funding for ICMS for up to two (2) years with a 12-month initial contract period. Within the RFP the City looks to select two (2) to three (3) providers with funding to support services for up to 200 participants. Funding will be provided in terms of 20 participants to support the goal of having a minimum of 1 direct service staff to every 20 participants receiving ICMS services.

#### ***Participant Eligibility***

The ICMS will be available to individuals who are matched to the program through the Long Beach CES. Selected providers must only enroll persons that have been referred to their program through a Long Beach CES Matcher, SPA Family Matcher, or Long Beach victim service provider indicated in an MOU with the City of Long Beach Housing Authority. Any participant that loses their voucher will become ineligible for ICMS services through this program and a new eligible participants will be matched to fill the vacated slot.

Program services must be used to primarily benefit individuals or families from the following qualifying populations:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

## ***Program Expectations***

The following services are required to be provided through ICMS. This list is meant to cover the minimum expectations and is not an exhaustive list of services that can and should be provided by an agency providing ICMS. Services must be conducted in alignment with the service models identified in Section IV of this RFP.

- **Housing Navigation:** Assisting participants through the process of locating and getting into housing. This can include but is not limited to: Housing Search, Apartment Viewings, Application Assistance, Landlord Negotiations, Support with submitting a Request For Tenancy Agreement (RFTA)
- **Housing Plan:** Each participant is required to have an individualized housing plan with goals that will support with finding and retaining housing. Housing Plans must be updated annually.
- **Care Coordination:** Providers are required to attend care coordination meetings as well as to conduct coordination efforts outside of the meetings. Care coordination is intended to reduce duplication of efforts and to ensure that if multiple agencies are working with a participant that they are clear on the service plan for the participant.
- **Annual Recertification:** Supporting the participants with the annual recertification process through the City of Long Beach Housing Authority and annual re-inspection for Housing Quality Standards (HQS) of the unit they are renting.
- **Physical/Mental Health linkages:** referrals to outpatient or inpatient care (IHSS, FSP, Substance Abuse Treatment, hospice, etc)
- **Transportation:** Support in travel arrangements to appointments (Access, Public transportation, personal transports)
- **Legal Support:** Referrals to Legal Aid, understanding of Tenant Rights as well as support with Reasonable Accommodation requests.
- **Housing Retention:** Providers are required to provide a minimum monthly check-in with participants. Services must be available in the field (at participants homes).

Maintain relationship with property manager, Counseling participant to help self-correct behavioral issues.

- **Benefits/Income Assistance:** Support in obtaining SSDI, SSI, GR, Food stamps, employment. Linking participants who express interest to employment services.
- **Financial Management:** Assistance in creating budgets, linkage to payee programs when needed.
- **Food/Security:** Linking to food resources, such as food banks
- **Data Entry:** Programs are required to enroll and document services in the Long Beach Homeless Management Information System (HMIS). An HMIS comparable data base can be used for documenting services for participants that are fleeing domestic violence.

### ***Eligible Costs***

Awarded programs will receive \$5,000 a year per participant, which means agencies can propose for up to a maximum of \$1,000,000 per year in funding. Your budget must reflect at least 1 case manager for each 20 participants you are proposing to serve. Funds may be used to pay for associated costs necessary to provide individuals experiencing homelessness with ICMS in meeting the program expectations. Eligible costs for the ICSMS Program may include:

- Management, supervising staff, and program oversight
- Case management
- Linkages to community resources
- Transportation costs for participants
- Insurance
- Equipment and rentals
- Materials and supplies
- Office rental costs associated with the program
- Administrative costs (up to 10 percent)

## Section IV:

### General Program Requirements

The following detail other general program requirements for projects funded under this RFP.

**Budget Proposal:** Applicants are required to submit a competitive 24-month budget as part of the application submission. Agencies can propose for up to a maximum of \$1,000,000 per year in funding. Applicants must submit proposals in a Microsoft Excel format. The City will reimburse up to 10% of indirect administrative costs of the proposed project.

**Match and Leveraging Requirements:** The City does not require any dollar match or leveraging from other sources by the applicants for the funds provided through this RFP. Any match or leverage is looked at positively within the review of proposals.

**Program Participant Eligibility:** Funds must be used for the sole benefit of persons currently or at-risk of experiencing homelessness in Long Beach. Agencies awarded funds are required to ensure that all program participants meet the applicable eligibility requirements for the project as specified in this RFP. Applicants must not be discriminated from entry into this program on the basis of a protected class including race, national origin or citizenship status, religion, gender identity, sexual orientation, age, disability, veteran status, marital status, medical condition, political affiliation, citizenship or status as a victim of domestic violence.

**Certification of Homelessness or At-Risk of Homelessness:** Applicants approved for funding must be able to document that the persons served are "homeless" or "at-risk of homelessness" as defined in 24 CFR § 576.2, using Long Beach CoC standardized forms.

**Confidentiality:** Funded projects are required to develop and implement written policies and procedures to ensure the security and confidentiality of program participants and their protected identifying information. This includes program participant records, releases of information, and the address or location of any housing of a program participant.

**Housing First:** The agency shall adhere to Housing First principles. Housing First is a model of housing assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions, such as sobriety or a minimum income threshold. Projects using a Housing First approach offer supportive services to maximize housing stability and prevent returns to homelessness; however, participation in these services is based on the needs and desires of program participants.

**Harm Reduction:** The agency must adopt harm reduction policies, procedures, and practices

aimed at reducing the negative consequences of behaviors that are detrimental to participants' health and well-being such as risky or harmful behaviors. The program must incorporate a harm reduction model that aims to utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to stabilized housing pathways. However, harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.

**Trauma-Informed Care:** The agency must incorporate trauma-informed care into their service model, which requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services. The agency must treat every program participant and household according to their unique traits, needs, strengths, risk factors, and engagement style, and will ensure staff and volunteers are trained to respond to clients in a way that accounts for each participant's history, needs, and characteristics.

**Cultural Humility and Affirming Service:** Funded programs must consider cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to: race, ethnicity, gender identity, sexual orientation, economic class, age, family status, language spoken and understood, disabilities, living situation, etc. Proposers must demonstrate the capacity and experience to work with diverse populations (i.e. youth, LGBTQ+, individuals living with disability, veterans, victims of domestic violence, etc.). Communication and services must be responsive to the participant's cultural context and socioeconomic identities.

**Universal Assessment:** The agency shall utilize the universal assessment tool adopted by the Long Beach CoC to assess program participants' housing and service needs. Currently, the Long Beach CoC is utilizing the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).

**Coordinated Entry System:** The agency shall work in collaboration with the broader Continuum of Care (CoC) system in Long Beach, including participating in the Long Beach Coordinated Entry System (CES). The agency must coordinate with the local CES to ensure that any point of entry in the CoC provides participants access to housing. The agency will participate in the Long Beach CES's intake process, which includes direct service for and referrals to appropriate homeless programs, mainstream resources, and housing. Funded projects must fill project vacancies from the CES hubs/prioritization list. The agency will participate in CoC meetings, any relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care.

**Coordination With Other Resources:** Projects supported by this RFP's funds must coordinate and integrate, to the maximum extent practicable, funded activities with other

programs focused to people experiencing homelessness in Long Beach, mainstream benefits, housing, health, social services, employment, education, and other programs for which individuals and families experiencing homelessness may be eligible. Specifically, recipients must work in coordination with and prioritize referrals through the Long Beach CES.

**Homeless Management Information System (HMIS) Participation:** All funded projects are required to participate in the Long Beach HMIS. Program participant data entry is required daily for service coordination purposes. User licenses and training will be provided by DHHS staff.

**Participant Grievances:** Projects are required to have policies and procedures that cover how a participant can file a grievance and how grievances are reviewed. Grievance process must have an option to appeal the initial grievance determination with program management. The process for filing a grievance must be communicated to participants and easily accessible for participants to file a grievance.

**Reporting:** The agency will be required to submit quarterly and annual expenditure and performance reports on outputs and outcomes, including information on the number and demographics of participants served to date and/or reports required by the State. All funded projects are required to collect Common Data Elements and Universal Data Elements for participants using the HMIS. Quarterly reports are due within 10 days of the end of each quarter for the period of program operation. Additional submissions as needed until the grant is closed out.

## Section V: Monitoring and Performance

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

### ***Performance Measures***

Projects funded through this RFP will be expected to achieve performance measures focused on navigation to permanent housing and maintaining housing over time. These performance measures are meant to provide projects with an understanding of how the City will be assessing success. As the City has not funded ICMS services in the past, performance targets will be monitored closely and may be adjusted annually. These targets are informed by the utilization of City of Long Beach Housing Authority vouchers and other permanent supportive housing projects funded by the Long Beach CoC.

In addition to maintain documentation pertaining to performance targets, project are expected to maintain accurate and timely data in alignment with the Long Beach HMIS data standards. The following are the performance targets that Long Beach DHHS will be evaluating during reporting:

- 70% of program participants will obtain housing utilizing the Emergency Housing Vouchers, or any other housing authority voucher matched to ICMS.
- 95% of program participants who have a move-in date will maintain housing for 12 months.
- 90% of program participants who have a move-in date will maintain housing for 24 months.
- Program will achieve move-ins for 85% of the participants assigned to them by the end of the first 12 months of the contract.

## Section VI: Evaluation Criteria

### *Application Threshold Requirements*

An application must meet threshold requirements as described below to be eligible for consideration:

1. The application is received by the stated RFP submission deadline.
2. The applicant is an eligible applicant as described in Section I.
3. The applicant completes all required sections and attachments.

An application may be deemed ineligible if the application does not meet all of the threshold requirements above or is incomplete. The City may request clarification of unclear or ambiguous statements made in the application and other supporting documents when doing so will not impact the competitive scoring of the application.

### *Evaluation Criteria*

All applications that meet threshold requirements will be rated based on the following criteria:

- **Organizational Capacity and Experience:** Successful experience performing activities related to those listed in this RFP and the capacity to meet the performance outcomes.
- **Project Design:** 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.
- **Coordination and Collaboration:** The extent to which the proposal is integrated with the Continuum of Care system and evidence of past collaboration with partnering agencies.
- **Performance:** Previous success in similar engagements and programs working with persons experiencing homelessness or other vulnerable populations.
- **Commitment to Racial Equity:** Experience working with vulnerable populations and diverse communities and demonstrated understanding of systemic racism.



- **Budget and Cost Efficiency:** Feasibility, reasonableness, and optimization of the proposed budget.

Each criterion will be rated separately. A composite score will be computed for each proposal based on a weighted sum of the individual ratings.

<b>SCORING CATEGORY</b>		<b>MAXIMUM POINTS</b>
Organizational Capacity and Experience		20
Project Design		35
Coordination and Collaboration		15
Program Readiness		15
Commitment to Racial Equity		5
Budget and Cost Efficiency		10
<b>TOTAL POINTS POSSIBLE</b>		<b>100</b>

## Section VII: Submittal Instructions

Submission of an application shall constitute acknowledgment and acceptance of all terms and conditions contained herein. The application must be submitted in the legal name of the applicant organization. Applications must be certified by an authorized representative of the organization that has legal authority to enter into a contract with the City of Long Beach. The City will not accept joint applications for this RFP.

Monday, August 2, 2021  
5:00 PM

<https://www.cognitoforms.com/CityOfLongBeach1/LongBeachIntensiveCaseManagementServicesICMSGGrantApplication>

Wednesday, July 14, 2021  
11:00 AM  
Outlook Calendar Invite

**Online Submittal is required.** No emailed, faxed, mailed, or hand delivered copies will be accepted.

### *Application Sections*

#	Section
1	Program Overview
2	Scope of Work
3	Agency Information
4	Eligibility Questions
5	Organizational Capacity and Experience
6	Project Design

<b>7</b>	<b>Coordination and Collaboration</b>
<b>8</b>	<b>Performance</b>
<b>9</b>	<b>Commitment to Racial Equity</b>
<b>10</b>	<b>Budget and Cost Efficiency</b>
<b>11</b>	<b>Attachments</b>
<b>12</b>	<b>Agency Certification</b>

### ***Narrative Questions***

Sections 5 to 10 in the online application will include narrative questions to provide responses that align with each evaluation criteria. Each question will have a 1,000-character limit, which should allow sufficient space to provide detailed and concise responses. It is recommended to draft responses in a Word Doc and copy to the online application portal once your agency is ready to submit.

### **Section 5 – Organizational Capacity and Experience**

- a. Provide concrete examples that illustrate your agency's experience and expertise in (1) working with and addressing supportive service needs of homeless populations and (2) developing and implementing relevant program systems and services.
- b. Describe your agency's basic organization and management structure. Be sure to include the number of personnel involved in your organization, including employees, interns, members, and volunteers. Attachment A: Provide resumes for agency leadership/management that will be involved with this project.
- c. Describe steps that your agency will take to ensure that you will be ready to start services by October 1, 2021.
- d. Describe changes that your organization made during the COVID-19 pandemic maintain safe and effective services to participants.
- e. Funding for the subcontract will be disbursed on a cost-reimbursement basis. Describe your agency's experience and capacity to maintain operational cash-flow while reimbursements are in process.
- f. Identify how many vacancies your agency currently has as well as a percentage of that in comparison to the overall positions. Describe your agencies plan for quickly recruiting and hiring staff for this program.

### **Section 6 – Project Design**

- a. Provide a clear and concise description of your proposed solution that addresses the Scope of Work detailed in this RFP.
- b. How will your agency incorporate Housing First, Harm Reduction, and Trauma-Informed Care into the project design?
- c. Describe your agency's staffing plan and how it will cover the service responsibilities required of this program.
- d. Describe how your agency will provide all operational needs of the program.
- e. Identify potential challenges to implementing your proposed project and explain how these challenges will be addressed.
- f. How will your program regularly receive and incorporate participant feedback?

### **Section 7 – Coordination and Collaboration**

- a. Describe your agency's participation in coordinating pandemic response services for people experiencing homelessness in Long Beach or other areas of Southern California.
- b. Describe your agency's approach to collaboration with the Long Beach Coordinated Entry System (CES).

### **Section 8 – Performance**

- a. Describe how your agency will track and evaluate the effectiveness of your project.
- b. Describe what performance metrics your agency will monitor and the approach to achieving these targets. Be sure to identify tools that your agency will utilize to capture data or document that project goals are being met.
- c. Describe your agency's experience using a Homeless Management Information System (HMIS) or comparable database system.
- d. Detail how your agency will actively work to identify and address performance concerns.

### **Section 9 – Commitment to Racial Equity**

- a. Describe your agency's experience working with and serving culturally and racially diverse populations?
- b. Describe any plan and work that your agency has undergone to improve racial

equity?

- c. 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.

### **Section 10 – Budget and Cost Efficiency**

- a. Describe your agency's financial accounting system and its capacity to administer the accounting requirements of this project.
- b. Describe your agency's experience in leveraging other Federal, State, local, and private sector funds.
- c. OPTIONAL: If you are identifying any match or leverage within your budget, please describe the source of match and leverage and how it will be utilized to enrich services within the safe parking program.

### ***Required Attachments***

The application must be submitted with all attachments as requested. The budget form must be uploaded in Microsoft Excel format. All other attachments must be in PDF format. Failure to submit any of these documents in the application portal may result in ineligibility of the application. Do not include any other attachments, brochures, or information not requested in this application.

Attachments uploaded into the online application portal must be saved as individual files with the following title naming convention:

**[ATTACHMENT NAME]\_[Abbreviated Agency Name]\_HEP\_RFP-HSB-2021-003**

**Example:** Housing First Certification\_HSB\_HEP\_RFP-HSB-2021-003

See instructions for all application attachments here:

### ***Technical Assistance***

The City of Long Beach Department of Health and Human Services may provide general technical assistance between the release date of this RFP through the submission deadline. All technical inquiries must be submitted in writing via email to:

**HomelessServices@longbeach.gov**



Phone calls pertaining to RFP questions will not be returned.

Questions and answers will be posted periodically on the website and all answers to questions received during the question period will be posted no later than the date specified in this RFP on the City's Department of Health and Human Services, Homeless Services page located at: <http://www.longbeach.gov/health/services/directory/homeless-services/rfp-esg-cv/>. Questions received after the allotted period will not be answered.

Applicants should check the City webpage for additional notifications and addendums to the RFP. Applicants that have technical problems with the RFP may contact the Homeless Services Bureau at [HomelessServices@longbeach.gov](mailto:HomelessServices@longbeach.gov); all responses will be sent via email.

## Section VIII:

### Selection and Appeals Process

- A. Selection – Upon receipt, applications will be reviewed by Department staff in accordance with the threshold requirements. Only applications that meet the threshold requirements will be reviewed, rated, and ranked by the Evaluation Committee, which may comprise of Homeless Services Advisory Committee (HSAC) members and/or CoC Board members. Rating, ranking, and selection will be based on the evaluation criteria described in Section 6 of this RFP.
- B. Conditional Award – The evaluation committee will make a recommendation of funding based on their review. Notification letters will be emailed to applicants, which will have a five (5) business day period for other agencies to submit appeals to the conditional award(s) stated. Should no appeals be received, the City will formally adopt the award recommendation by City Council approval.
- C. Appeals – Agencies that do not meet the threshold requirements or who are not recommended for funding may appeal and address the members of the HSAC based only on the following guidelines (agencies recommended for only partial funding are not eligible to request an appeal):
  - 1. If the project does not meet the threshold requirements or is not selected for funding, the agency has the right to appeal, provided that the appeal is based upon Ad Hoc Review Committee violations of program regulations or errors on the part of the Ad Hoc Review Committee or staff. For example, reviewing members did not consistently follow the scoring criteria and process, as detailed above or there was a conflict of interest that prevented a fair review of the proposal.
  - 2. No appeals will be heard on the basis of funding level or ranking level.
  - 3. Agency's written appeal must be submitted within the timeline indicated in the notification letter. Each agency will have the opportunity to present the appeal to the HSAC. Each agency will receive a written notification on the outcome of the appeal.

## Section IX:

### Additional Requirements

- A. Funds from this grant program may not replace funds from other sources.
- B. Agencies contracting with the City will be subject to fiscal review prior to finalization of award. During such review, the agency must demonstrate appropriate administrative and financial controls as approved by City staff.
- C. Projects supported by the City of Long Beach funds must be of primary benefit to homeless persons or who are experiencing at-risk of homelessness and who are living in the City of Long Beach and should be focused on providing direct services to program participants. Services under these subcontracts must be delivered within the city limits of Long Beach.
- D. Projects approved for funding must consider how it functions in the broader CoC system to deliver results related to:
  - a. Street Outreach to populations in need and community education efforts
  - b. Active participation with the Coordinated Entry System for entry into Long Beach CoC
  - c. Real time HMIS usage, data quality and performance with HUD/local goals
  - d. Increasing participants' household income and enrollment in mainstream benefits
  - e. Educational Assurances (linkages) for all children in families
  - f. Sustaining consistently high program occupancy and utilization rates
  - g. Expedited permanent housing placements for all project types
  - h. Greater fiscal/programmatic capacity to meet and exceed stated scope of work, staffing levels and performance objectives within contract parameters
  - i. Implementation of strategies consistent with Opening Doors: Federal Strategic Plan to Prevent and End Homelessness
- E. Operating Agreement: Applicants approved for funding will be required to sign a subcontract with the City to ensure compliance with fund regulations, Federal



Executive Orders and HUD regulations. Funds are subject to Federal, State, and local regulations including, but not limited to: non-discrimination, equal opportunity, accessibility, lead-based paint, audits, procurement and environmental review.

- F. OMB Administrative Requirements and Cost Principles. Unless accepted under 24 CFR chapters I through IX, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, shall apply to Federal Awards made by the Department of Housing and Urban Development to non-Federal entities.
- G. Non-discrimination in Services and Employment: Applicants approved for funding shall not, in accordance with Federal law, discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap as identified in Section 109 of the Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and 24 CFR § 570.602. In addition, Sub-recipient shall not discriminate in the provision of services hereunder because of religious belief, creed, medical condition, blindness, sexual orientation, marital status, pregnancy, parenthood, citizenship, gender identity, domestic partner status or AIDS or HIV status.
- H. Applicants approved for funding shall certify and agree not to discriminate against any employee or person who is employed or compensated in whole or in part using funds provided under this Agreement because of race, color, creed, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, physical or mental disability, gender identity, domestic partner status or AIDS or HIV status.
- I. Funds may be awarded to faith or religious-based organizations performing public social service activities, provided certain contractual provisions are included in Operating Agreements between the City and the entity. The grant agreement must include contract conditions stating that the social services provided are exclusively non-religious in nature and scope, there are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services and there is no religious discrimination in terms of employment or benefits under the social service project.
- J. Dun and Bradstreet Data Universal Numbering System (DUNS) Requirement – Any applicant seeking funding directly or indirectly from HUD or other federal agencies

must obtain a DUNS number and include the number in its Application for Federal Assistance submission (68 FR 38402). Failure to provide a DUNS number will prevent you from obtaining an award. The number can be registered or verified by calling 866-705-5711. For additional information, please visit <http://fedgov.dnb.com/webform>.

Applicants are reminded that when registering with D&B, please be sure to use the organization's legal name that is used when filing a return with or making payments to the Internal Revenue Service. Organizations should also provide the Zip Code, using the Zip Code plus the four additional digits. The DUNS number used in the application must be for the applicant organization.

Active Registration in the System for Award Management (SAM) – All applicant organizations must have an active registration in the SAM. To register, please visit <https://www.sam.gov/portal/public/SAM/>; you will need your DUNS number. The SAM is an ongoing project to integrate nine government wide acquisition and award support systems into one system. Currently, the SAM consolidates information from four systems: the Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS).

- K. Safeguarding Resident/Participant Files. In maintaining resident and participant records, HUD funding recipients shall observe federal, state, and local laws concerning the disclosure of records that pertain to individuals. Further, recipients are required to adopt and take reasonable measures to ensure that resident and participant records are safeguarded. This includes when reviewing, printing, or copying participant records.

## Section X:

### Conditions and Reservations

- A. 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 subcontract pursuant hereto, if it is in the best interest of the City to do so.
- B. All costs of proposal preparation shall be borne by the applicant organization. The City of Long Beach shall not, in any event, be liable for any pre-contractual expenses incurred by the bidder in the preparation and/or submission of the proposal. The applicant shall not include any such expenses as part of the budget in the proposal.
- C. The proposal must set forth full, accurate, and complete information as required by this RFP. The applicant may not initiate any changes or additions after the proposal deadline.
- D. The City of Long Beach reserves the right to retain all submitted proposals and the proposals shall become the property of the City of Long Beach. Proposals may be required to be disclosed under the Public Records Act at a later date. Any department or agency of the City shall have the right to use any or all ideas presented in proposals submitted in response to this RFP without any change or limitation. Selection or rejection of a proposal does not affect these rights.
- E. The City of Long Beach reserves the right to communicate with funders or providers associated with the applicant to obtain additional clarification of design, program or agency fiscal and programmatic capacities and to utilize this information in the evaluation process.
- F. City of Long Beach reserves the right to conduct scheduled and unscheduled site visits of agency applicants by the City, applicable County, State and Federal entities, and their respective representatives.
- G. The City reserves the right to waive informalities and minor irregularities in proposals received.
- H. The City of Long Beach reserves the right to reject any or all proposals received in answer to this RFP if deemed incomplete or not appropriate.
- I. The City of Long Beach makes no representation that any subcontract will be awarded

to any applicant responding to this RFP.

- J. The City of Long Beach reserves the right to change application components and/or subrecipient agency submitted as it sees fit to better meet funder/local requirements.
- K. Agencies must agree to sign the 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 (HI TECH Act) Business Associate Agreement.

## Section XI:

### Contract Conditions

- A. Contractors will be required to comply with conditions set forth by the City of Long Beach, the State of California, the U.S. Department of Housing and Urban Development (HUD), and in this RFP.
- B. The City sub-grantee contract will begin on the date specified in the contract term. Agencies may NOT incur program costs prior to the contract start date. The City will not reimburse agency for any incurred project costs beyond the contract period detailed in an conformed City contract.
- C. Applicants approved for funding will be required to maintain and submit to the City of Long Beach, Department of Health and Human Services adequate information necessary to monitor program accountability and progress in accordance with Federal Regulations under HUD for Emergency Solutions Grant Program and City of Long Beach requirements. These conditions include but are not limited to: Annual Performance Reports, Source documentation for invoices, quarterly reports and insurance/contract requirements as specified in the contract.
- D. Insurance Requirements: As a condition precedent to the effectiveness of a contract with the City, Organization shall procure and maintain at Organization's sole expense for the duration of this contract and any extensions thereof 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. PROFESSIONAL LIABILITY INSURANCE covering the profession or professions provided by the Subcontract in an amount of not less than one million dollars (\$1,000,000) per claim. If a "claims-made" policy, it must provide for an extended reporting period of not less than three (3) years. Professional liability must be deleted from the additional insured endorsement whenever your agency has a combined general-professional liability policy.
  - b. WORKERS COMPENSATION as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$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, its Boards, and their officials, employees, and agents.

- c. BLANKET HONESTY BOND or CRIME INSURANCE in an amount of at least fifty percent of the amount of this Subcontract or twenty-five thousand dollars (\$25,000), whichever is greater, and that names the City of Long Beach loss payee as its interests may appear. Requirement may be waived if the Subcontract is awarded on a reimbursement-only, drawn-down basis.
- d. COMMERCIAL GENERAL LIABILITY INSURANCE equivalent in coverage scope to ISO form CG 00 01 11 85 or 10 93 in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross liability protection, independent contractors' liability, or products and completed operations liability, and, if minors or other vulnerable parties (e.g., disabled persons or seniors) are served as part of the scope, shall not exclude coverage for abuse and molestation. The City of Long Beach, and its Boards, commissions, officials, agents, and employees shall be added as additional insureds by an endorsement equivalent in coverage scope to an ISO CG 20 26 11 85. This additional insured coverage shall contain no limitations on the scope of protection afforded to the City, its Boards, commissions, officials, employees, and agents. Professional liability must be deleted from the additional insured endorsement whenever the Organization has a combined general-professional liability policy.
- e. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering, as applicable, Symbol 1 ("Any Auto") for any vehicle with 7 passengers or fewer, in an amount not less than Five Million Dollars (US \$5,000,000) combined single limit (CSL) covering Symbol 1 ("Any Auto") for any vehicle with 8 through 15 passengers, and in an amount not less than Ten Million Dollars (US \$10,000,000) combined single limit (CSL) covering



Symbol 1 ("Any Auto") for any vehicle with 16 passengers or more. If Organization owns no autos, Organization may provide evidence of non-owned and fired auto insurance. This may be provided as an addition to the General Liability policy.

- f. ELECTRONIC DATA PROCESSING LIABILITY AND CYBERSPACE/ONLINE LIABILITY INSURANCE in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Subcontract, if online services apply.
- g. NOTICE OF CANCELLATION - Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, changed or terminated except after twenty (20) days prior written notice has been given to the City. This must be unqualified and may not include the usual qualifying language ("Endeavor to" and "but failure to...representatives.").
- h. DEDUCTIBLES AND SELF-INSURED RETENTIONS - All deductibles above \$1000 or self-insured retentions shall be reported to and approved by the City's Risk Manager or designee. 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 and shall be primary and not contributing to any other insurance or self-insurance maintained by City.
- i. NO LIMITATIONS ON LIABILITY - City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover contractor's liability or obligations under the grant. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.
- j. SUBCONTRACTORS TO SUBCONTRACTOR. Any subcontractors which Organization may use in the performance of this Subcontract 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.
- k. OTHER. Organization 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 years. Such insurance as required herein shall not be deemed to limit Organization's liability relating to performance under this Subcontract. 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 the contract.

#### E. Financial Requirements

New Agencies contracting with the City will be subject to fiscal review prior to finalization of award. The focus of the review is to verify that the financial system is adequate. If awarded a grant, the contractor shall establish a tracking system that will clearly and distinctly identify units of services and/or direct costs applicable to the services to be rendered under this contract. The contractor shall be required to submit invoices for the funds in a format to be established by the City.

The City's obligation to pay any sum for any fiscal year shall be contingent upon receipt of federal funds and upon appropriation by the City Council of the necessary funds for such payment by the City in each fiscal year during the term of contracts awarded. **In the event that the Long Beach City Council or the Federal government fails to appropriate the necessary funds for any fiscal year, the projects conditionally awarded for that period will either not be funded or funded at a reduced award level.**

Funding will be disbursed on a cost-reimbursement basis.

The following fiscal and accounting procedures shall be required:



1. Maintain a bank account and perform monthly bank reconciliation.
2. Designate specific employees to perform each of the following functions:
  - a. Receipt for goods and services provided to Contractor.
  - b. Approve the purchase of goods and services for Contractor.
  - c. Approve employee time worked.
3. Deposit all receipts in the bank account promptly and intact. (Do not pay any expense directly out of cash receipts.)
4. Maintain bank-validated copies for every deposit slip in chronological order. Each deposit slip should include sufficient detail to explain the source of the funds being deposited. (This may be done by recording the details on the deposit slip or by attaching supporting documentation, which may have been received with the receipts.)
5. Disburse all funds by check, other than petty cash, preferably signed by two officers of the contractor, neither of who is the bookkeeper or the accounting clerk.
6. Maintain documented support for every check written, which should include:
  - o Original invoice from vendor.
  - o Indication by signature and date of an authorized employee that the goods or services were received by the contractor. (This may be done on a separate receiving report, a copy of the packing slip or on the invoice itself).
  - o Indication that the goods or services were approved for purchase by an authorized individual (This should be by signature and date and should appear on the invoice or on the purchase requisition, if the contractor uses such).
7. Maintain and file all required tax and payroll reports with appropriate Federal and State agencies.
8. Maintain the following records in an orderly fashion by contractor's fiscal year until audited by the City:
  - o Bank Statements and Bank Reconciliation
  - o Deposit slips and supports
  - o Checks and supports
  - o Payroll records

- Cash receipts and disbursements journals
  - Monthly financial statements
  - Requests for reimbursements from the City and appropriate supporting documents
9. Maintain individual participant files in accordance with all applicable HUD regulations and the City of Long Beach Case Management Standards of Care Document to include, but not limited to, proof of homelessness, proof of Long Beach residency, income status, intake forms, and documentation of services.
10. Audit by the Long Beach City Auditor or designee, as requested.
- F. Contractor shall allow representatives of the City of Long Beach or HUD to inspect facilities, which are used in conjunction with the contracts that implement programs funded under this proposal.
- G. Each contractor must comply fully with all of the requirements specified in this RFP. The responsibility for accuracy rests entirely with the applicant.
- H. Contractors shall make available to representatives of the City of Long Beach or HUD, upon reasonable notice, all documentation related to the program funded by this contract (i.e., case files, program files, policies and procedures). Demographic information about program participants will be regularly transmitted to the City of Long Beach Department of Health and Human Services in a manner consistent with agreements protecting program participants and/or agency confidentiality rights.
- I. Contractors acknowledge that, as recipients of Federal funds, they will be required to comply with Federal regulations pertaining to the use of such funds. All regulations will be enumerated in the contract and will be incorporated by reference. It will be the contractor's responsibility to ensure compliance with applicable regulations. To the extent feasible, the City of Long Beach will provide the successful bidders with the applicable Federal regulations.
- J. Contractors will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit a copy of the audit report to the City of Long Beach Department of Health and Human Services within nine months after the end of the contractor's fiscal year.

- K. Contractors acknowledge that funds are NOT meant to replace or supplant other sources of funding and contractors will ensure that funds awarded are not used to replace or supplant other funds.
- L. Contractors should be aware that, in the event the measurable goals/objectives fall below City of Long Beach and HUD standards of successful performance measurements, the City may reduce or eliminate any future renewal or new funding of projects. Specific benchmarks of accomplishment will be established by contract using Scope of Work/Standardized Goals for all Long Beach funded projects.
- M. Contractors shall maintain any applicable licenses or permits, and meet any facilities code regulations required for the program(s) funded under this contract.
- N. Contractors shall participate in local planning (homeless related programs only), networking, training, capacity building, advisory boards and coordination meetings as appropriate.
- O. Contractors shall cooperate with related research and evaluation activities.
- P. Contractors will be required to sign certification regarding lobbying and debarment.



City of Long Beach  
411. W Ocean Blvd.  
Long Beach, CA 90802

Visit us at [www.longbeach.gov](http://www.longbeach.gov)  
[Facebook.com/LongBeachCity](https://www.facebook.com/LongBeachCity)  
[@LongBeachCity](https://twitter.com/LongBeachCity)

This information is available in alternate format by request at 562-570-6257  
For an electronic version of this document, visit our website at [www.longbeach.gov](http://www.longbeach.gov)

# EXHIBIT “A-2”

## Scope of Work

## Section III: Scope of Work

### ***Program Objective***

The purpose of this RFP is to select multiple service providers to offer Intensive Case Management Services (ICMS). This RFP will award funding for ICMS for up to two (2) years with a 12-month initial contract period. Within the RFP the City looks to select two (2) to three (3) providers with funding to support services for up to 200 participants. Funding will be provided in terms of 20 participants to support the goal of having a minimum of 1 direct service staff to every 20 participants receiving ICMS services.

### ***Participant Eligibility***

The ICMS will be available to individuals who are matched to the program through the Long Beach CES. Selected providers must only enroll persons that have been referred to their program through a Long Beach CES Matcher, SPA Family Matcher, or Long Beach victim service provider indicated in an MOU with the City of Long Beach Housing Authority. Any participant that loses their voucher will become ineligible for ICMS services through this program and a new eligible participants will be matched to fill the vacated slot.

Program services must be used to primarily benefit individuals or families from the following qualifying populations:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

## ***Program Expectations***

The following services are required to be provided through ICMS. This list is meant to cover the minimum expectations and is not an exhaustive list of services that can and should be provided by an agency providing ICMS. Services must be conducted in alignment with the service models identified in Section IV of this RFP.

- **Housing Navigation:** Assisting participants through the process of locating and getting into housing. This can include but is not limited to: Housing Search, Apartment Viewings, Application Assistance, Landlord Negotiations, Support with submitting a Request For Tenancy Agreement (RFTA)
- **Housing Plan:** Each participant is required to have an individualized housing plan with goals that will support with finding and retaining housing. Housing Plans must be updated annually.
- **Care Coordination:** Providers are required to attend care coordination meetings as well as to conduct coordination efforts outside of the meetings. Care coordination is intended to reduce duplication of efforts and to ensure that if multiple agencies are working with a participant that they are clear on the service plan for the participant.
- **Annual Recertification:** Supporting the participants with the annual recertification process through the City of Long Beach Housing Authority and annual re-inspection for Housing Quality Standards (HQS) of the unit they are renting.
- **Physical/Mental Health linkages:** referrals to outpatient or inpatient care (IHSS, FSP, Substance Abuse Treatment, hospice, etc)
- **Transportation:** Support in travel arrangements to appointments (Access, Public transportation, personal transports)
- **Legal Support:** Referrals to Legal Aid, understanding of Tenant Rights as well as support with Reasonable Accommodation requests.
- **Housing Retention:** Providers are required to provide a minimum monthly check-in with participants. Services must be available in the field (at participants homes).

Maintain relationship with property manager, Counseling participant to help self-correct behavioral issues.

- **Benefits/Income Assistance:** Support in obtaining SSDI, SSI, GR, Food stamps, employment. Linking participants who express interest to employment services.
- **Financial Management:** Assistance in creating budgets, linkage to payee programs when needed.
- **Food/Security:** Linking to food resources, such as food banks
- **Data Entry:** Programs are required to enroll and document services in the Long Beach Homeless Management Information System (HMIS). An HMIS comparable data base can be used for documenting services for participants that are fleeing domestic violence.

### ***Eligible Costs***

Awarded programs will receive \$5,000 a year per participant, which means agencies can propose for up to a maximum of \$1,000,000 per year in funding. Your budget must reflect at least 1 case manager for each 20 participants you are proposing to serve. Funds may be used to pay for associated costs necessary to provide individuals experiencing homelessness with ICMS in meeting the program expectations. Eligible costs for the ICSMS Program may include:

- Management, supervising staff, and program oversight
- Case management
- Linkages to community resources
- Transportation costs for participants
- Insurance
- Equipment and rentals
- Materials and supplies
- Office rental costs associated with the program
- Administrative costs (up to 10 percent)



# Long Beach Intensive Case Management Services (ICMS) Grant Application

Welcome to the online application portal to apply for the Long Beach Intensive Case Management Services Request for Proposals (RFP) administered by the Homeless Services Bureau. You are not able to save your progress in this form, so we advise developing your application on a separate Word doc and copying your responses when your agency is ready to submit. Please note that the deadline to submit an application is at 5:00 PM on Monday, August 2, 2021. Applications received after that time will not be considered. For any questions regarding this online application, please contact [HomelessServicesAdmin@longbeach.gov](mailto:HomelessServicesAdmin@longbeach.gov).

## OVERVIEW

The City of Long Beach (City) is seeking multiple agencies to provide Intensive Case Management Services (ICMS) service providers for persons experiencing homelessness in the City of Long Beach. Selected providers will be providing ICMS services to persons matched through the Long Beach Coordinated Entry System (CES) and will receive a housing voucher through the Long Beach Housing Authority. Providers will be required to provide housing location assistance to assist persons in obtaining housing and ongoing case management to support people in retaining their housing. Funding for this RFP will be derived through a combination of Federal, State and Local funding sources for the operational period of October 1, 2021 through September 30, 2023 with a City option to renew for an additional 24 months. It is the applicant's responsibility to thoroughly review this RFP as well as all regulations, including the Code of Federal Regulations Title 24 Part 576 (24 CFR 576), and guidance before preparing a proposal for funding to ensure that they have the ability to comply with the RFP and all of the program requirements.

You can download a PDF version of this RFP here: [Long Beach Intensive Case Management Services RFP](#)

The City will be hosting an optional pre-proposal meeting to discuss more details about the RFP on July 14th at 11:00 AM.

[Click here for the Outlook invite.](#)

## Problem Statement

The City of Long Beach Housing Authority was rewarded 582 Emergency Housing Vouchers (EHV) which was authorized by the American Rescue Plan (ARP). The EHV's are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless. There are no supportive services attached with the EHV's. The EHV's are required to be matched through the Continuum of Care's (CoC) CES. Long Beach looks to utilize its prioritization for persons matched to the EHV vouchers with the recognition that many people will be in need of ongoing supportive services.

The City of Long Beach (City) is seeking providers of ICMS to assist in obtaining housing that will accept the EHV vouchers and increasing long-term stability within housing. ICMS services are intended to provide comprehensive support for both program participants and landlords working with the program.

## Funding Amount

**The total amount funding estimated to be available for the City of Long Beach Intensive Case Management Services (ICMS) Program will be approximately \$2,500,000 per year for up to two years.**

The contract term is for 12-months, beginning on October 1, 2021 or upon contract implementation through September 30, 2022, with the option to renew for an additional 12-month period, through September 30, 2023. The City reserves the discretion to amend subcontracts awarded through this RFP at an equal, lesser, or greater amount contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.

Should more funding become available for Homeless Employment Program through other grants and initiatives, the selected provider may receive an extension and/or augmentation in their contract to extend the term, scope of work, and/or to expand programming to other sites in Long Beach.

In the event that the Long Beach City Council or the Federal government fails to appropriate the necessary funds for any fiscal year, the project conditionally awarded for that period will either not be funded or funded at a reduced award level.

## **SCOPE OF WORK**

### **Project Objective**

The purpose of this RFP is to select multiple service providers to offer Intensive Case Management Services (ICMS). This RFP will award funding for ICMS for up to two (2) years with a 12-month initial contract period. Within the RFP the City looks to select two (2) to three (3) providers with funding to support services for up to 200 participants. Funding will be provided in terms of 20 participants to support the goal of having a minimum of 1 direct service staff to every 20 participants receiving ICMS services.

### **Participant Eligibility**

The ICMS will be available to individuals who are matched to the program through the Long Beach CES. Selected providers must only enroll persons that have been referred to their program through a Long Beach CES Matcher, SPA Family Matcher, or Long Beach victim service provider indicated in an MOU with the City of Long Beach Housing Authority. Any participant that loses their voucher will become ineligible for ICMS services through this program and a new eligible participant will be matched to fill the vacated slot.

Program services must be used to primarily benefit individuals or families from the following qualifying populations:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the

Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;

- Veterans and families that include a veteran family member that meet one of the preceding criteria.

## Program Expectations

The following services are required to be provided through ICMS. This list is meant to cover the minimum expectations and is not an exhaustive list of services that can and should be provided by an agency providing ICMS. Services must be conducted in alignment with the service models identified in Section IV of this RFP.

- **Housing Navigation:** Assisting participants through the process of locating and getting into housing. This can include but is not limited to: Housing Search, Apartment Viewings, Application Assistance, Landlord Negotiations, Support with submitting a Request For Tenancy Agreement (RFTA)
- **Housing Plan:** Each participant is required to have an individualized housing plan with goals that will support with finding and retaining housing. Housing Plans must be updated annually.
- **Care Coordination:** Providers are required to attend care coordination meetings as well as to conduct coordination efforts outside of the meetings. Care coordination is intended to reduce duplication of efforts and to ensure that if multiple agencies are working with a participant that they are clear on the service plan for the participant.
- **Annual Recertification:** Supporting the participants with the annual recertification process through the City of Long Beach Housing Authority and annual re-inspection for Housing Quality Standards (HQS) of the unit they are renting.
- **Physical/Mental Health linkages:** referrals to outpatient or inpatient care (IHSS, FSP, Substance Abuse Treatment, hospice, etc)
- **Transportation:** Support in travel arrangements to appointments (Access, Public transportation, personal transports)
- **Legal Support:** Referrals to Legal Aid, understanding of Tenant Rights as well as support with Reasonable Accommodation requests.
- **Housing Retention:** Providers are required to provide a minimum monthly check-in with participants. Services must be available in the field (at participants homes). Maintain relationship with property manager, Counseling participant to help self-correct behavioral issues.
- **Benefits/Income Assistance:** Support in obtaining SSDI, SSI, GR, Food stamps, employment. Linking participants who express interest to employment services.
- **Financial Management:** Assistance in creating budgets, linkage to payee programs when needed.
- **Food/Security:** Linking to food resources, such as food banks
- **Data Entry:** Programs are required to enroll and document services in the Long Beach Homeless Management Information System (HMIS). An HMIS comparable data base can be used for documenting services for participants that are fleeing domestic violence.

## Eligible Costs

Awarded programs will receive \$5,000 a year per participant. Your budget must reflect at least 1 case manager for each 20 participants you are proposing to serve. Funds may be used to pay for associated costs necessary to provide individuals experiencing homelessness with ICMS in meeting the program expectations. Eligible costs for the ICSMS Program may include:

- Management, supervising staff, and program oversight
- Case management
- Linkages to community resources
- Transportation costs for participants
- Insurance
- Equipment and rentals
- Materials and supplies
- Office rental costs associated with the program
- Administrative costs (up to 10 percent)

## AGENCY INFORMATION

### Legal Name of Agency

Illumination Foundation

### Name of Executive Director

Paul

First

Leon

Last

### Executive Director Email

pleon@ifhomeless.org

### Agency Phone Number

(949) 273-0555

### Agency Street Address

1091 N. Batavia St.

Address Line 1

Address Line 2

Orange

City

California

State

92867

Zip Code

### Federal Tax ID Number

XXXXXXXXXX

XX-XXXXXXX

### Data Universal Numbering System (DUNS)

829919047

XXXXXXXXXX

**System for Award Management (SAM)  
Registration Expiration Date**

3/8/2022

## **ELIGIBILITY QUESTIONS**

**Is your agency a 501(c)3 non-profit organization?**

☐ Yes ☐ No

**Has your agency been providing at least two years of homeless services experience or limit to the same or similar services to persons who are homeless or at risk of homelessness for the last 24 months?**

☐ Yes ☐ No

**Does your agency have a Dun and Bradstreet Universal Numbering System (DUNS) number?**

☐ Yes ☐ No

**Is your agency, its officers, and employees currently debarred or suspended from doing business with the Federal Government, State of California, or a local government?**

☐ Yes ☐ No

**Does your agency have any 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?**

☐ Yes ☐ No

## **GENERAL PROGRAM REQUIREMENTS**

The following detail other general program requirements for projects funded under this RFP.

**Budget Proposal:** Applicants are required to submit a competitive 24-month budget as part of the application submission. A required budget template will be available in the online application portal and the Homeless Services Bureau website. The City will reimburse up to 10% of indirect administrative costs of the proposed project.

**Match and Leveraging Requirements:** The City does not require any dollar match or leveraging from other sources by the applicants for the funds provided through this RFP. Any match or leverage is looked at positively within the review of proposals.

**Program Participant Eligibility:** Funds must be used for the sole benefit of persons currently or at-risk of experiencing homelessness in Long Beach. Agencies awarded funds are required to ensure that all program participants meet the applicable eligibility requirements for the project as specified in this RFP. Applicants must not be discriminated from entry into this program on the basis of a protected class including race, national origin or citizenship status, religion, gender identity, sexual orientation, age, disability, veteran status, marital status, medical condition, political affiliation, citizenship or status as a victim of domestic violence.

**Certification of Homelessness or At-Risk of Homelessness:** Applicants approved for funding must be able to document that the persons served are "homeless" or "at-risk of homelessness" as defined in 24

CFR § 576.2, using Long Beach CoC standardized forms.

**Confidentiality:** Funded projects are required to develop and implement written policies and procedures to ensure the security and confidentiality of program participants and their protected identifying information. This includes program participant records, releases of information, and the address or location of any housing of a program participant.

**Housing First:** The agency shall adhere to Housing First principles. Housing First is a model of housing assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions, such as sobriety or a minimum income threshold. Projects using a Housing First approach offer supportive services to maximize housing stability and prevent returns to homelessness; however, participation in these services is based on the needs and desires of program participants.

**Harm Reduction:** The agency must adopt harm reduction policies, procedures, and practices aimed at reducing the negative consequences of behaviors that are detrimental to participants' health and well-being such as risky or harmful behaviors. The program must incorporate a harm reduction model that aims to utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to stabilized housing pathways. However, harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.

**Trauma-Informed Care:** The agency must incorporate trauma-informed care into their service model, which requires that every part of the program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services. The agency must treat every program participant and household according to their unique traits, needs, strengths, risk factors, and engagement style, and will ensure staff and volunteers are trained to respond to clients in a way that accounts for each participant's history, needs, and characteristics.

**Cultural Humility and Affirming Service:** Funded programs must consider cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to: race, ethnicity, gender identity, sexual orientation, economic class, age, family status, language spoken and understood, disabilities, living situation, etc. Proposers must demonstrate the capacity and experience to work with diverse populations (i.e. youth, LGBTQ+, individuals living with disability, veterans, victims of domestic violence, etc.). Communication and services must be responsive to the participant's cultural context and socioeconomic identities.

**Universal Assessment:** The agency shall utilize the universal assessment tool adopted by the Long Beach CoC to assess program participants' housing and service needs. Currently, the Long Beach CoC is utilizing the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).

**Coordinated Entry System:** The agency shall work in collaboration with the broader Continuum of Care (CoC) system in Long Beach, including participating in the Long Beach Coordinated Entry System (CES). The agency must coordinate with the local CES to ensure that any point of entry in the CoC provides participants access to housing. The agency will participate in the Long Beach CES's intake process, which includes direct service for and referrals to appropriate homeless programs, mainstream resources, and housing. Funded projects must fill project vacancies from the CES hubs/prioritization list. The agency will participate in CoC meetings, any relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care.

**Coordination With Other Resources:** Projects supported by this RFP's funds must coordinate and

integrate, to the maximum extent practicable, funded activities with other programs focused to people experiencing homelessness in Long Beach, mainstream benefits, housing, health, social services, employment, education, and other programs for which individuals and families experiencing homelessness may be eligible. Specifically, recipients must work in coordination with and prioritize referrals through the Long Beach CES.

**Homeless Management Information System (HMIS) Participation:** All funded projects are required to participate in the Long Beach HMIS. Program participant data entry is required daily for service coordination purposes. User licenses and training will be provided by DHHS staff.

**Participant Grievances:** Projects are required to have policies and procedures that cover how a participant can file a grievance and how grievances are reviewed. Grievance process must have an option to appeal the initial grievance determination with program management. The process for filing a grievance must be communicated to participants and easily accessible for participants to file a grievance.

**Reporting:** The agency will be required to submit quarterly and annual expenditure and performance reports on outputs and outcomes, including information on the number and demographics of participants served to date and/or reports required by the State. All funded projects are required to collect Common Data Elements and Universal Data Elements for participants using the HMIS. Quarterly reports are due within 10 days of the end of each quarter for the period of program operation. Additional submissions as needed until the grant is closed out.

**I acknowledge that I have read, understand, and agree to the above requirements in this section**

☒ Confirm

You must agree before proceeding with the application

## MONITORING AND PERFORMANCE

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

### Performance Measures

Projects funded through this RFP will be expected to achieve performance measures focused on navigation to permanent housing and maintaining housing over time. These performance measures are meant to provide projects with an understanding of how the City will be assessing success. As the City has not funded ICMS services in the past, performance targets will be monitored closely and may be adjusted annually. These targets are informed by the utilization of City of Long Beach Housing Authority vouchers and other permanent supportive housing projects funded by the Long Beach CoC.

In addition to maintain documentation pertaining to performance targets, project are expected to maintain accurate and timely data in alignment with the Long Beach HMIS data standards. The following are the performance targets that Long Beach DHHS will be evaluating during reporting:

- 70% of program participants will obtain housing utilizing the Emergency Housing Vouchers, or any other housing authority voucher matched to ICMS.

- 95% of program participants who have a move-in date will maintain housing for 12 months.
- 90% of program participants who have a move-in date will maintain housing for 24 months.
- Program will achieve move-ins for 85% of the participants assigned to them by the end of the first 12 months of the contract.

**I acknowledge that I have read, understand, and agree to the above requirements in this section**

☒ Confirm

You must agree before proceeding with the application

## EVALUATION CRITERIA

### Application Threshold Requirements

An application must meet threshold requirements as described below to be eligible for consideration:

1. The application is received by the stated RFP submission deadline.
2. The applicant is an eligible applicant as described in Section I.
3. The applicant completes all required sections and attachments.

An application may be deemed ineligible if the application does not meet all of the threshold requirements above or is incomplete. The City may request clarification of unclear or ambiguous statements made in the application and other supporting documents when doing so will not impact the competitive scoring of the application.

### Evaluation Criteria

All applications that meet threshold requirements will be rated based on the following criteria:

- **Organizational Capacity and Experience:** Successful experience performing activities related to those listed in this RFP and the capacity to meet the performance outcomes.
- **Project Design:** 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.
- **Coordination and Collaboration:** The extent to which the proposal is integrated with the Continuum of Care system and evidence of past collaboration with partnering agencies.
- **Performance:** Previous success in similar engagements and programs working with persons experiencing homelessness.
- **Commitment to Racial Equity:** Experience working with vulnerable populations and diverse communities and demonstrated understanding of systemic racism.
- **Budget and Cost Efficiency:** Feasibility, reasonableness, and optimization of the proposed budget.

Each criterion will be rated separately. A composite score will be computed for each proposal based on a



weighted sum of the individual ratings.

## Scoring Category

- - Organizational Capacity and Experience - **20 points max**
  - Project Design - **35 points max**
  - Coordination and Collaboration - **15 points max**
  - Performance - **15 points max**
  - Commitment to Racial Equity - **5 points max**
  - Budget and Cost Efficiency - **10 points max**
- 

**Total Points Possible - 100**

## ORGANIZATIONAL CAPACITY AND EXPERIENCE

**Provide concrete examples that illustrate your agency's experience and expertise in (1) working with and addressing supportive service needs of homeless populations and (2) developing and implementing relevant program systems and services.**

Illumination Foundation has run multiple housing programs since our 2008 inception, providing a full range of supportive services, including intensive case management and housing navigation. We have contracted with LA DHS to provide ICMS services since 2017.

In 2020 we served 2,941 clients in our regular programs, housing 739. In a program that we both developed and implemented, we served an additional 2,552 individuals in six COVID-19 sites, providing medical coordination, housing navigation, transportation, and linkage to income and healthcare.

Our 2020 work was supported by numerous supportive housing contracts, including two HUD contracts where we provide case management services in scattered-site locations. In the larger of these two contracts we served 154 adults and 44 youth, attaining a permanent housing rate of 98%. Of those we served 119 had a physical or developmental disability, 96 had a mental health problem, 89 a chronic health condition, 17 both drug and alcohol abuse.

*1000 character limit*

**Describe your agency's basic organization and management structure. Be sure to include the number of personnel involved in your organization, including employees, interns, members, and volunteers. Attachment A: Provide resumes for agency leadership/management that will be involved with this project.**

Illumination Foundation is a nonprofit corporation governed by a board of directors.

Our executive leadership team numbers four—CEO, COO, CFO, and Executive Director of Healthcare Services. They report to the CEO, who reports to the board.

Our director-level staff members manage our contracts, including services, program sites, and direct client care. They are assigned one primary C-level executive to report to, and also share information at weekly directors meetings.

Our program sites have managers who work with and oversee direct client care staff. Managers report to their directors.

See our organizational chart for illustration.

Director of Housing Services Deby Wolford, who joined us in 2019, and Director of Client Services Jason Wofford, who joined us in 2017, will be involved with this project. Their resumes are attached.

We currently have 299 employees, 73 volunteers, and 29 interns.

*1000 character limit*

**List of Board of Directors and Current Organization Chart**

Board FY 21-22.docx

Org Chart July 1 2021.docx (1).pdf

*Please upload a list of Board of Directors with each Board Member's full name, position on board (if applicable), and contact information. Also attach the most current organization chart, with effective date.*

**Describe steps that your agency will take to ensure that you will be ready to start services by October 1, 2021.**

As described in the recruiting plan question below, our HR department will ensure that program staff is hired by the project's start date. We will hire diverse staff with a depth of case management and housing experience. These staff will display an understanding of homelessness and possess empathy to effectively serve the needs of this population. When necessary, staff will be given on-the-job training and support, and opportunities to shadow staff in comparable roles.

Our housing and finance departments will work together to find and lease office space in Long Beach to serve as a base for our ICMS program.

We will draw on our depth of experience in quickly launching programs to ensure we are ready to start services Oct. 1. For example, in 2018 we planned, designed, and launched a 200-bed interim shelter, transforming an empty Anaheim warehouse in 14 days. On opening day, we received 40 individuals; by the end of the first week we received 130 individuals.

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**Describe changes that your organization made during the COVID-19 pandemic maintain safe and effective services to participants.**

From the onset of the pandemic we have been on the front lines to provide shelter and medical recuperative care to mitigate the spread of COVID-19 within the fragile population of those experiencing homelessness in OC. Furthermore, we are headed by two former public health nurses who are acutely aware of the seriousness of the pandemic. Our staff is trained in infectious disease protocol, including COVID-19 safety, and we remain vigilant, amending our policies whenever necessary to reflect changes in federal, state, and local public health COVID-19 guidelines.

We are continuing to follow the CDC published Interim Public Health Recommendations for Fully Vaccinated People:

- KN95 masks AND eye protection in all direct client care areas
- Social distancing of at least 6-feet
- Hand hygiene
- No large in-person meetings
- Symptom tracking and temperature checks before entering any facilities
- Please do not come to work if you are experiencing any COVID-19 symptoms and get tested immediate

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**Funding for the subcontract will be disbursed on a cost-reimbursement basis. Describe your agency's experience and capacity to maintain operational cash-flow while reimbursements are in process.**

Historically we have operated many contracts on a cost-reimbursement basis. Current examples include Long Beach Project Homekey, two federal HUD contracts, Anaheim HAPP and CHIPP, and Garden Grove Rapid Re-Housing, among others. We have both the experience and capacity to maintain operational cash-flow while reimbursements are in process, as demonstrated by the many new projects we undertake with upfront funding. For example, we currently are funding the purchase and remodeling of a new family shelter, which will focus on children with disabilities.

We maintain strong internal policies and procedures in order to maintain operational cash-flow. Financial statements are provided monthly to the Finance Committee and the Board of Directors. Statements include year-to-date actual income and expense, year-to-date budget, variance, annual budget, balance sheet, and cash flow statement. This allows for accountability and sustainability, as well as for goal setting.

*1000 character limit*

**Identify how many vacancies your agency currently has as well as a percentage of that in comparison to the overall positions. Describe your agencies plan for quickly recruiting and hiring staff for this program.**

We currently have 28 vacancies, or 9% of overall positions.

We have a tremendous depth of experience launching programs that require quickly recruiting and onboarding staff. Our HR department specializes in locating and hiring staff with previous direct homeless services experience. As a result we typically have potential staff in the pipeline when a new contract is secured and are able to quickly fill positions. Additionally, we recently enhanced our internal incentive program for referrals of qualified candidates.

Our successful Long Beach Project Homekey launch is one recent example of our ability to quickly pivot and staff new projects. Our OC Project Roomkey COVID-19 mitigation launch, when we hired, trained, and on-boarded more than 230 staff in the space of four weeks, is another. That project was unprecedented in both its urgency and scope, and taught us many lessons. We will employ a similar blueprint for this program, using the knowledge that we've gained.

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## Agency Administrative Controls Questionnaire

Please indicate the presence or absence of the following at your agency (do not include these items with your application unless requested elsewhere):

### Personnel policies and procedures

☒ Yes ☐ No

### Nondiscrimination policy

☒ Yes ☐ No

### Policies and procedures manual (for accounting, purchasing, inventory, and operations)

☒ Yes ☐ No

### Internal monitoring and evaluation system

☒ Yes ☐ No

### Insurance certificate

☒ Yes ☐ No

### Policies and procedures for subcontracting/consulting

☒ Yes ☐ No

### Grievance policy and procedures (for program participants)

☒ Yes ☐ No

### Conflict of interest policy

☒ Yes ☐ No

### Employee job descriptions

☒ Yes ☐ No

### Accounting ledgers and financial statements

☒ Yes ☐ No

### Equipment inventory records

☒ Yes ☐ No

### Minute of Board meetings

☒ Yes ☐ No

### Confidentiality policy and procedures

☒ Yes ☐ No

### Termination policy and procedures (for program participants)

☒ Yes ☐ No

## Grant Administration Experience

Please provide the following information:

### Number of Years Your Agency has Administered Federal Grants

8

Number of Years

### Number of Federal Grants Your Agency is Currently Administering

2

Number of Grants

**Number of Years Your Agency has Administered State Grants**

2

Number of Years

**Number of State Grants Your Agency is Currently Administering**

2

Number of Grants

**Number of Years Your Agency has Administered Local Grants**

12

Number of Years

**Number of Local Grants Your Agency is Currently Administering**

14

Number of Grants

**Attachment A: Resumes of Key Staff**

Resume\_Deby Wofford (2).pdf

JASON WOFFORD RESUME.docx (1) (1).pdf

*Please upload the resumes of key staff who will be assigned to this project*

## PROJECT DESIGN

**Provide a clear and concise description of your proposed solution that addresses the Scope of Work detailed in this RFP.**

We are requesting a total of 260 EHV vouchers, 200 earmarked for LB individuals and families experiencing homelessness or at-risk and 60 earmarked for households fleeing DV or other violence, with the intention of subcontracting the 60 DV vouchers to Interval House.

We have the experience and capacity to provide the full scope of services listed on pages 8-9 of this RFP. We will assist participants in obtaining housing and focus on increasing long-term stability by providing field-based ICMS services to include housing plan and navigation; physical, mental, SUD health linkage; transportation assistance; legal support; benefits/income and food linkage; financial management; annual recertification assistance; and other needed services.

We will work within the CoC, prioritize referrals through the LB CES, attend care coordination meetings, coordinate with other agencies. We use the HMIS, provide all participant documentation, and adhere to all billing and reporting requirements.

*1000 character limit*

**How will your agency incorporate Housing First, Harm Reduction, and Trauma-Informed Care into the project design?**

These principles are built into all of our programming, and all client-care staff is trained to practice them. Congruent with the Housing First model, we will meet all clients where they are in their journey, employing low barriers to entry and not exiting for standard noncompliance, substance use, or history of mental illness. We will work to establish trust, believing health, substance use, and mental health issues are more successfully addressed within the stability of a housed environment.

Pursuant to our Harm Reduction policy, we will not impose sobriety as a condition of program participation. Our case managers employ noncoercive and nonjudgmental strategies in order to reduce the negative consequences of substance use and to promote positive health goals.

We recognize that all our clients will have a history of trauma. We will promote a culture of safety, empowerment, and compassion in order to give each client their best opportunity to stabilize, and ultimately to heal.

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**Describe your agency's staffing plan and how it will cover the service responsibilities required of this program.**

Our staffing plan ensures that we can provide field-based ICMS, including housing navigation services, to 260 individuals/families, including 60 who are fleeing DV, with the goal of helping those in LB who are experiencing homelessness to achieve stable housing. We will provide comprehensive support for both program participants and landlords working with the program.

In order to successfully execute this program our staffing plan includes:

13 FTE ICMS case managers

1 FTE program manager

.25 FTE director oversight

Each case manager will have a client load of approx 20 and also will work to establish relationships with landlords in Long Beach. Case managers will assess participants' needs and will meet with them as often as needed, at a minimum of monthly, based on their individual circumstances.

*1000 character limit*

**Describe how your agency will provide all operational needs of the program.**

We have had extensive experience providing for the operational needs of a multitude of contracts during our 13 years of operation.

We understand that we will be providing ICMS services to persons matched through the LB CES, and that participants will receive an EHV voucher through the LB Housing Authority. We will provide housing location assistance to aid persons in obtaining housing, ongoing case management to support them in retaining their housing, and establish productive relationships with participating landlords to ensure the best possible outcomes. We will ensure that all necessary intake documentation is completed, including providing a VI-SPADT if necessary, so participants will be prioritized for permanent housing solutions and resources.

We will secure office space in Long Beach to serve as a home base and point of entry for the ICMS program. We are well-equipped as an organization to handle all HMIS reporting requirements, as well as billing requirements.

*1000 character limit*

**Identify potential challenges to implementing your proposed project and explain how these challenges will be addressed.**

We anticipate that a lack of housing inventory will pose a challenge. We will address this through a concerted outreach effort with landlords. Our ICMS case managers and program manager will work tirelessly to locate and develop relationships with landlords in order to house our clients.

We recognize that many organizations, both nonprofit and for-profit, in California and across the nation, currently face staffing challenges. This realization prompted us to enhance our incentive program for hiring. We also prioritize paying our staff fair wages with benefits.

Experience has taught us that many clients will not have funds necessary for security and utility deposits, or basic habitability items such as furniture and appliances. In response, we will leverage funding from grants received for this purpose, as well as leverage existing relationships with faith-based organizations for furniture donations, etc.

*1000 character limit*

**How will your program regularly receive and incorporate participant feedback?**

We will use client surveys administered a minimum of twice annually in order to receive and incorporate client feedback. Surveys are reviewed by director-level staff, and the results are compiled in our database, which tracks achievement of stated benchmarks. The results are used to help improve our services.

We also will use Illuminate Us, our confidential feedback program for staff and clients. A feedback box for staff and a separate one for clients are installed at every Illumination Foundation site. All clients are informed about the program. Comments are collected monthly and reviewed by executive-level staff, which shares pertinent information with staff, engendering discussion and action plans to incorporate relevant feedback and suggestions to improve our programs whenever possible.

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## COORDINATION AND COLLABORATION

**Describe your agency's participation in coordinating pandemic response services for people experiencing homelessness in Long Beach or other areas of Southern California.**

Since March 2021, we have operated a 102-unit interim housing property acquired by the City of Long Beach, prioritizing people experiencing homelessness impacted by the COVID-19 pandemic. We adhere to COVID-19-mitigation and public health safety practices at the facility, and also provide case management and housing navigation services, basic property maintenance, and on-site security.

Since March 2020, we have been on the front lines to provide shelter and medical recuperative care to mitigate the spread of COVID-19 within the fragile population of those experiencing homelessness in OC. After being asked by the Orange County Health Care Agency to become the service provider for Project Roomkey, we opened six locations throughout Orange County within four weeks. Throughout this period we conducted street outreach, talking to unhoused individuals, explaining the COVID-19 virus, the program we were providing, and the importance of accepting safe shelter during the pandemic.

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**Describe your agency's approach to collaboration with the Long Beach Coordinated Entry System (CES).**

We currently operate a LB Project Homekey 102-room hotel, providing trauma-informed case management utilizing housing-first and harm reduction principles for our clients. Both Illumination Foundation and Interval House have leadership roles on Long Beach's 100-day challenge committee.

Our staff member is helping to coordinate with all the different organizations that are part of the LB CES as the committee works to recommend ways to streamline the CES process. We also have hosted a focus group to hear from clients about how the City of Long Beach and homeless services providers can better serve the people in this community who are experiencing homelessness.

We hope to collaborate with our partner Interval House on this ICMS project.

We participate in CoC meetings, relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care.

*1000 character limit*

## PERFORMANCE

**Describe how your agency will track and evaluate the effectiveness of your project.**



We take a collaborative and data-driven approach to program evaluation and have a dedicated data team that supports all of our projects with valuable insights. As an organization we create Key Performance Indicators for all our projects in order to track and evaluate the effectiveness of our work. This process includes regular report running and evaluation in weekly meetings. We record project data in both the HMIS and in KIPU, our internal client management system designed to record and track client welfare and outcomes.

The LB ICMS program manager will work directly with program staff to accurately collect data and will communicate results to the housing director. Case notes kept by case managers will also be reviewed regularly to ensure we're on track with program objectives and goals, as well as to provide a qualitative context to the data and other measures of success.

*1000 character limit*

**Describe what performance metrics your agency will monitor and the approach to achieving these targets. Be sure to identify tools that your agency will utilize to capture data or document that project goals are being met.**

City of LB performance target: 70% participants will obtain housing using vouchers

Our performance metric: 182 participants will obtain housing using vouchers

Our approach: landlord relationships, individual housing plan, Housing First, low-barrier

LB PT: 95% remain housed for 12 mos

PM: 173 participants will remain housed for at least 12 months

A: trauma-informed ICMS including benefits linkage; regular review of surveys/client feedback

LB PT: 90% remain housed for 24 mos

PM: 164 participants will remain housed for at least 24 mos

A: trauma-informed, harm reduction ICMS services including benefits linkage, employment services

LB PT: move-ins for 85% participants by end of first 12 mos

PM: Based on us housing a minimum of 70% of participants (per outcome 1 above), 155 will be housed in first 12 mos

A: landlord relationships, individual housing plan, Housing First, low-barrier, trauma-informed ICMS

Tools/Documentation: HMIS, KIPU, case notes; regular staff data review

*1000 character limit*

**Describe your agency's experience using a Homeless Management Information System (HMIS) or comparable database system.**

As a long-time recipient of federal funding, we have extensive experience using the HMIS across multiple continuums, including Long Beach, to collect client-level data and data on the provision of housing and services to homeless individuals and families.

We are experienced utilizers of the HMIS system in Orange and Los Angeles counties, and received access to input in San Bernardino County in February. We have received consistently high grades on OC Data Quality reports (99.76% and 99.84% in our last two OC reports; LA County does not provide DQRs). We will comply with HUD standards on participation, data collection, and reporting under a local HMIS.

Our staff will use the Long Beach continuum's HMIS to track client demographic data, track housing placements, and document case management services and achievements.

*1000 character limit*

**Detail how your agency will actively work to identify and address performance concerns.**

We will proactively work both within our organization and with the City of LB to identify and address any performance concerns that might arise.

We will monitor our Key Performance Indicators in order to track and evaluate the effectiveness of our work. This will include regular report running and evaluation in weekly meetings. We will record project data in both the HMIS and in KIPU, our internal client management system designed to record and track client welfare and outcomes, and we will monitor outcomes in order to identify any issues that might arise.

We will schedule internal weekly check-in meetings with management and staff to review progress and discuss any concerns.

In the event that concerns or issues arise, we will communicate them in a timely manner to our City of LB project representative and discuss solutions. As active members of the CoC, we will also talk to our CoC partners as we work toward our common goal.

*1000 character limit*

## **Past Performance References**

Complete the table below with information from past/current contracts for each project type from within the last three (3) calendar years. The projects must be related to the services the organization is applying to undertake under the current funding sources.

Applicants must identify at least one past/current contract within the last three (3) calendar years per project type for consideration in Past Performance Evaluation. Contracts must be clearly related to the services the organization is applying to undertake with the current funding source. Other types of acceptable contracts include those with the Federal, State, local or other government programs, and foundation, or other philanthropy contract or grant.

## **Previous Project Example #1**

**Project Name**

Los Angeles ICMS

**Funder/Grantor**

Los Angeles County Department of Health  
Services

**Contract Term**

5 years, 6/16/17-6/30/22

Months/Years

**Total Contract Amount (\$)**

\$450.00

**Project Summary**

Provide ICMS including outreach, intake, service plan, housing navigation, link to medical, transportation, crisis mgt, & partner coordination to homeless individuals eligible for permanent housing. Contract amount: \$450/client/month

*800 character limit*

**Funder Program Officer Reference**

Eveni Gapelu

First

Gapelu

Last

**Reference Email**

egapelu@dhs.lacounty.gov

**Reference Phone**

(213) 680-6300

**Previous Project Example #2****Project Name**

Emergency Solutions Grant

**Funder/Grantor**

City of Garden Grove

**Contract Term**

2 years, 8/11/2020 - 8/11/2022

Months/Years

**Total Contract Amount (\$)**

\$1,064,800.00

**Project Summary**

Provide case management, counseling, crisis hotline, economic self-sufficiency, life skills for 80 GG homeless individuals; provide rent assistance, housing relocation/stabilization services for 45.

*800 character limit*

**Funder Program Officer Reference**

Timothy

First

Throne

Last

**Reference Email**

timothyt@ggcity.org

**Reference Phone**

(714) 741-5144

## COMMITMENT TO RACIAL EQUITY

Describe your agency's experience working with and serving culturally and racially diverse populations?

Throughout our programs, we serve clients who come from diverse ethnic, cultural, and linguistic backgrounds. Guided by the vision that every person has an intrinsic right to home, health, and dignity, we provide our clients with the tools they need to overcome historic, systemic barriers to healthcare and housing.

Across our agency, our clients are 38% Hispanic/Latino; 37% White; 9% Black or African American; 2% Asian; 2% Multiracial; 1% Native American Indian, Indigenous peoples, or Alaska Native; and 1% Native Hawaiian or Other Pacific Islander (NHOPI). For the remaining 10%, this information was not tracked. This gap in data can be the result of numerous factors, including clients who choose not to disclose this information.

By focusing on this population, we not only respond to the immediate needs of families and individuals—supporting them to improve their lives—but simultaneously take an active role in the process of creating a more socially just and equitable society.

1000 character limit

**Describe any plan and work that your agency has undergone to improve racial equity?**

We are a minority-led organization and apply a racial equity lens to all our work, knowing that the majority of individuals we serve face systemic barriers to accessing housing, healthcare, credit, and employment that are causally linked to discriminatory practices. We maintain race consciousness in our work, both with the clients we serve and within our organization.

Despite our strong efforts to promote DEI, in examining our organization through a racial equity lens, we have realized that we can do better. Earlier this year we formed a DEI committee to assess ourselves and create a more proactive strategy to integrate DEI into everything we do. We also have begun the process of incorporating the principle of racial equity into our guiding principles.

1000 character limit

**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.**

We were founded by two persons of color, and the organization has been dedicated to diversity in hiring practices since its inception. We have proactively built a staff that reflects the clients we serve, with multicultural, multilingual, and lived experience representation at all levels of the organization.

Our four-person executive team is composed of one Latinx, two Asians, and one South Asian.

Although it is for many a deeply private subject, when asked in a recent internal survey about their personal experience with homelessness, 23 members of our organization described themselves as having lived experience.

Our staff composition in terms of ethnicity/race includes: 41% Hispanic, 22% White, 12% Black, 8% Asian, 17% Mixed and/or declined to answer. All staff receive training that reflects our commitment to diversity, equity, and inclusion. We will continue to apply a racial equity lens to all that we do, with the intention of growing even stronger and better serving our clients.

1000 character limit

## **BUDGET AND COST EFFICIENCY**

**Describe your agency's financial accounting system and its capacity to administer the accounting requirements of this project.**

Our dedicated accounting department ensures accurate reporting throughout the year. We utilize QuickBooks Enterprise for financial record keeping and leverage both the Chart of Accounts and Class System to manage all restricted funding, releases, and federal grants. We adhere to GAAP standards. The CFO and Controller maintain internal controls, ensuring accurate and timely dissemination of financial management reports including but not limited to accounts payable, accounts receivable including billing, purchase orders, expense reports, and cash controls. The Finance Committee, consisting of five board members, meets monthly to review financial results before distributing them for full Board review.

As discussed previously, we have extensive experience adhering to complex contract billing and reporting requirements, including cost-reimbursement contracts. No audit issues have been raised by the outside auditors since we started preparing independent financial statements in 2011.

1000 character limit

**Describe your agency's experience in leveraging other Federal, State, local, and private sector funds.**

Examples:

We have collaborated with Anaheim school districts since 2014 to provide permanent housing and comprehensive services to unstably housed children and their families, working with the City on a novel approach to blend HOME and ESG funding to facilitate rental assistance and services.

We built a family emergency shelter with funding support from the OC Children & Families Commission, Home Aid, and private funders.

The LADHS refers clients discharged from hospitals to our recuperative care until a permanent housing placement is prepared by LADHS. Various funding sources including Housing for Health funding through Brilliant Corners support the project.

Our pilot with St. Joseph Hospital in OC (Chronic Care PLUS) was funded through a UniHealth Foundation grant with additional funding from HUD for permanent housing. The program combined recuperative care with permanent housing for chronically homeless frequent users of hospital ER. The program was expanded to four OC hospital

1000 character limit

**OPTIONAL: If you are identifying any match or leverage within your budget, please describe the source of match and leverage and how it will be utilized to enrich services within the safe parking program.**

N/A

1000 character limit

**Please upload a line-item budget detailing the costs for your proposal**  
Long Beach ICMS Budget Proposal (073021).xlsx

Applicants are required to submit a competitive 24-month budget as part of the application submission. Applicants must submit proposals in a Microsoft Excel format. Budget proposals should not exceed \$2,500,000 per year. The City will reimburse up to 10% of indirect administrative costs of the proposed project. Please note that the funding source can only cover eligible costs outlined in the Scope of Work.

## REQUIRED UPLOADS

Please download and sign the following attachments and upload them in the appropriate fields.

### **Verification of Non-Profit Status and Articles of Incorporation**

501 C 3 Letter Batavia Address.pdf

Amended Articles of Incorporation.pdf

Please provide a legible copy of each: most recent letter of nonprofit status determination and Articles of Incorporation. The Articles of Incorporation must have a State of California seal.

### **Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification**

Attachment\_Debarment Certification Long Beach (1).pdf

Submit a completed Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification form signed by an authorized agency official.

**Certification for a Drug Free Workplace**

Attachment\_Drug-Free Workplace Certification (1).pdf

Submit a completed and signed HUD-50070 form, entitled "Certification for a Drug Free Workplace."

**Equal Benefits Ordinance (EBO) Compliance Form**

Attachment\_EBO Compliance Form Long Beach (1).pdf

Submit a completed Equal Benefits Ordinance (EBO) Compliance form signed by an authorized agency official.

**Housing First Certification**

Attachment\_Housing First Certification Long Beach (2).pdf

Submit a completed and signed Housing First Certification form.

**Fair Housing and Equal Opportunity Certification**

Attachment\_Fair Housing Equal Opportunity Certification Long Beach (2).pdf

Submit a completed and signed Fair Housing and Equal Opportunity Certification form.

**Conflict of Interest Certification**

Attachment\_CoC Conflict of Interest Certification Long Beach (1).pdf

Submit a completed and signed Long Beach Continuum of Care Conflict of Interest Certification form.

## AGENCY CERTIFICATION

I certify that the information submitted in this application is true. Before submitting, please verify that your application is completed and that all required uploads are attached properly.

**Name**

Ms.

Title

Carol

First

Slezak

Last

**Date**

7/30/2021

# EXHIBIT “B”

Cost/Rates



<b>ILLUMINATION FOUNDATION</b>			
<b>City of Long Beach ICMS Year 1 Budget Proposal</b>			
			<b>TOTAL</b>
<b>OPERATING EXPENSES</b>			
<b>Program Staff Salary &amp; Benefits</b>			<b>\$ 331,250.00</b>
Client Assistance			
	Transportation		\$ 12,000.00
	Other Direct Client Needs		\$ 3,000.00
		<b>Sub-total</b>	<b>\$ 15,000.00</b>
<b>Other Expenses</b>			
	Office Lease		\$ 30,000.00
	Office Equipment/supplies		\$ 1,890.00
	Telecom		\$ 2,100.00
	Staff Meeting & Travel		\$ 3,150.00
	Staff Training and Development		\$ 3,000.00
	Miscellaneous		\$ 4,200.00
		<b>Sub-total</b>	<b>\$ 44,340.00</b>
Administrative Expenses			<b>\$ 38,740.00</b>
<b>TOTAL OPERATING EXPENSES</b>			<b>\$ 429,330.00</b>

# EXHIBIT “C”

City’s Representative(s):

Kristian Castro

Office: 562.570.4522

[Kristian.Castro@longbeach.gov](mailto:Kristian.Castro@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee(s):

Paul Leon

Office: 949.273.0555

[paul@ifhomless.org](mailto:paul@ifhomless.org)