

AGREEMENT

36167

THIS AGREEMENT is made and entered, in duplicate, as of November 18, 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 PATH, a California corporation ("Contractor"), with a place of business at 340 N. Madison Avenue, Los Angeles, California 90004 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 Six Hundred Thirteen
2 Thousand Three Hundred Twenty-Eight Dollars (\$613,328), 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 one (1) additional one-
17 year 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.

PATH, a California corporation

By [Signature]
Name Lakeisha Childers
Title Chief Compliance & Administration Officer

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

By [Signature]
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on January 4, ²⁰²²2021.

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 _____, 2021
13
14

PATH, a California corporation

By *L. Childers*
Name Lakeisha Childers
Title Chief Compliance & Administration Officer

15 _____, 2021
16

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

17 _____, 2021
18
19
20
21

By _____
City Manager

"City"

22 This Agreement is approved as to form on _____, 2021.
23
24

CHARLES PARKIN, City Attorney

25 By _____
26 Deputy
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EXHIBIT “A-1”

Request for Proposal



REQUEST FOR PROPOSALS

RFP No. HSB-2021-003

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

Tuesday, July 6, 2021
12:00 PM

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.**

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

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

TABLE OF CONTENTS

Sections	Page #
I. <u>Program Overview</u>	3
II. <u>Definitions</u>	6
III. <u>Scope of Work</u>	7
IV. <u>General Program Requirements</u>	11
V. <u>Monitoring and Performance</u>	14
VI. <u>Evaluation Criteria</u>	15
VII. <u>Submittal Instructions</u>	17
VIII. <u>Selection and Appeals Process</u>	22
IX. <u>Additional Requirements</u>	23
X. <u>Conditions and Reservations</u>	26
XI. <u>Contract Conditions</u>	28

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.

Definitions

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

<i>Term</i>	<i>Definition</i>
Applicant/ Agency/ Provider	The organization that is seeking an awarded contract with the City of Long Beach, CA for the services identified in this RFP.
City	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.
Continuum of Care (CoC)	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.
Coordinated Entry System (CES)	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.
Evaluation Committee	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.
Homeless	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.
Homeless Management	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

Information System (HMIS)	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.
Homeless Youth	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.
Multi-Service Center (MSC)	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.

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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)

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.

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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.

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.

SCORING CATEGORY		MAXIMUM POINTS
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
TOTAL POINTS POSSIBLE		100

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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.

APPLICATION SUBMISSION DEADLINE:

Monday, August 2, 2021
5:00 PM

ONLINE APPLICATION LINK:

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

OPTIONAL PRE-PROPOSAL MEETING:

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

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

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; all responses will be sent via email.

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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.

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.

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.

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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 a 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 hired 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.

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

Visit us at 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

EXHIBIT “A-2”

Scope of Work

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.

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 EHVs 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 EHVs. 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)
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- **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

PATH (People Assisting the Homeless)

Name of Executive Director

Jennifer

First

Hark Dietz

Last

Executive Director Email

JenniferD@epath.org

Agency Phone Number

(323) 644-2210

Agency Street Address

340 N Madison Ave

Address Line 1

Address Line 2

Los Angeles

City

California

State

90004

Zip Code

Federal Tax ID Number

XXXXXXX
XX-XXXXXX

Data Universal Numbering System (DUNS)

847856390

XXXXXXXX

System for Award Management (SAM)

Registration Expiration Date

1/14/2022

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.

PATH has served our unhoused neighbors for 37 years by advancing our mission to end homelessness for individuals, families, and communities. Our holistic programs provide case management, interim and permanent housing, housing navigation, benefits enrollment, employment services, medical and behavioral healthcare linkages, and a range of supportive services that help people achieve housing and health stability. Founded in Los Angeles, we now operate 65 sites serving 150+ California cities. Annually, our programs engage 18,000 people in Los Angeles, and, since 2013, we have housed 12,000+ individuals statewide.

We have provided intensive case management services (ICMS) since 2014 with the LA County Department of Health Services, serving at minimum 524 individuals annually across the county. In Long Beach, PATH provides 40 unhoused families with supportive services at PATH Family Commons and 40 individuals at Long Beach and 21st and operates a rapid re-housing program for 30 families.

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.

PATH is a statewide organization with regional hubs across the counties of Los Angeles, Orange, Sacramento, San Diego, Santa Barbara, and Santa Clara. The agency is led by Joel John Roberts, CEO, and Jennifer Hark Dietz, LCSW, deputy CEO and executive director. They are supported by an experienced leadership team of department chiefs and directors overseeing our departments of finance, development, quality assurance, compliance, administration, IT, facilities and operations, and marketing as well as regional, housing, and program directors. PATH employs 758 people across the state supported by 5,000+ volunteers. A 27-member governing board guides PATH's strategic efforts and provides operational oversight. PATH works closely with PATH Ventures, our real estate development arm, also led by Joel. Attached are resumes for our CEO; deputy CEO and executive director; and the chief officers of compliance and administration, programs, and finance.

1000 character limit

List of Board of Directors and Current Organization Chart

PATH_FY2022 Board Roster.pdf

PATH_Organizational Leadership Chart.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.

PATH's quality assurance and compliance team will conduct a program implementation kick-off and subsequent meetings to ensure we are adhering to contract scope and requirements. PATH will use policies and procedures already established in our current ICMS programs and adapt them to meet the needs of the Long Beach program. These documents cover all aspects of implementation including hiring and training, intake and assessment, service delivery, and finances as well as responsibilities of leadership and program staff, policies for the protection of vital records, and other essential program topics.

PATH will leverage space and resources for the ICMS team at our existing PATH Long Beach Community Hub in the northern part of the city and our centrally-located Long Beach Project Homekey site, slated to open later this year. PATH will initiate the hiring process immediately upon award and employees will be quickly onboarded and trained to be ready for the October 1, 2021 start date.

1000 character limit

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

PATH continued to work as an essential service during the pandemic. The safety of our clients, volunteers, and staff are our utmost priority, and we demonstrated this by changing policies and procedures in concert with local public health departments. Early on, we created a PATHCares Task Force with staff leadership able to respond to the rapidly changing situation and make organizational decisions in real time. We adjusted our service delivery to safeguard our served population and staff, implementing tele-case management where possible while maintaining our high standards of service. Our outreach teams shared masks, hygiene kits, food, and vital information with the individuals they engaged on the streets. At our housing and service sites we instituted rigorous cleaning and social distancing protocols. Once the vaccines became available, we facilitated clients' vaccinations through connections to distribution sites and by organizing on-site clinics at several of our housing sites.

1000 character limit

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.

PATH has 32 years of contract experience with local, state, and federal agencies and currently manage more than 100 contracts from 30+ government funders, several of which are cost-reimbursement based. Our robust finance department has well-developed policies and procedures for fiscal management and will ensure that city funding and other revenues are adequate to meet program costs throughout the contract term. PATH has ongoing reserves to maintain sufficient cash on hand while reimbursements are in process. However, to ensure our infrastructure and capacity to consistently deliver services, we have pursued strategies to bolster our cash flow. We successfully worked with several government funders to develop processes amenable to both parties, such as limited advances in funding, increased frequency of invoicing (e.g., twice monthly), fee for service, and other alternatives. These options have helped secure our capacity and operational cash flow to meet obligations across all programs.

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.

PATH has 234 vacancies for new programs, or 23.7 percent of all statewide positions. Our organization has seen recent unprecedented growth, due in part to the rapid launch of programs to reach more people and respond to needs during the pandemic. In response, we have expanded our recruitment team and strategies to quickly secure qualified employees.

We will post vacancies on our website, multiple general and industry-specific job sites, and our social media outlets (i.e., Twitter, Facebook, Instagram, etc.), which total 30,000+ community-minded followers. Our team will also source candidates through LinkedIn, university programs, associations, industry events, and employment centers. Our hiring is supported by RehabAbilities, a recruiting firm and woman-owned small business specializing in social service professionals. If needed, PATH will also use a social service focused temporary employment service that has provided many quality permanent employees through temp-to-hire positions.

1000 character limit

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

Conflict of interest policy

☐ Yes ☐ No

Employee job descriptions

☐ Yes ☐ No

Accounting ledgers and financial statements

☐ Yes ☐ No

Equipment inventory records

☒ Yes ☐ No

Insurance certificate

☒ Yes ☐ No

Policies and procedures for subcontracting/consulting

☒ Yes ☐ No

Grievance policy and procedures (for program participants)

☒ Yes ☐ No

☒ 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

26

Number of Years

Number of Federal Grants Your Agency is Currently Administering

21

Number of Grants

Number of Years Your Agency has Administered State Grants

30

Number of Years

Number of State Grants Your Agency is Currently Administering

3

Number of Grants

Number of Years Your Agency has Administered Local Grants

32

Number of Years

Number of Local Grants Your Agency is Currently Administering

33

Number of Grants

Attachment A: Resumes of Key Staff

PATH_Leadership Resumes.pdf

PATH_Key Staff Resumes.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.

PATH proposes to serve 200 clients with intensive case management services including housing navigation and supportive services. As part of California's Project Homekey initiative, PATH is opening an affordable and permanent supportive housing (PSH) site in Long Beach, slated to begin leasing up in early 2022. The former motel can serve as a PSH resource for 100 ICMS clients with on-site case managers. PATH will leverage our LeaseUp Los Angeles program to assist with scattered site housing placement for an additional 100 clients. LeaseUp engages, educates, and supports landlords to add their units to the County's affordable housing inventory. Housing specialists will collaborate with ICMS case managers and clients to locate housing options and facilitate the leasing and move-in process. Case managers will work with each client to provide individualized case management and linkages to supportive services that will help them obtain housing and stabilize in their new home.

1000 character limit

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

Housing First is core to PATH's service model and we adhere to the practice's principles, including providing compassion and commitment to all clients; housing as a basic human right, not contingent upon behavior and engagement in services; and housing based on client choice, respect, and self-determination. Using a harm reduction approach, PATH does not require sobriety as a condition of service, prioritizing service engagement over sobriety and incorporating a spectrum of strategies to promote wellness and meet clients "where they are."

Furthermore, PATH recognizes that homelessness can be caused by and causes multi-layered trauma and that engagement with the services system can be a source of re-traumatization. Staff effectively help our clients stabilize using principles of trauma-informed care, such as client safety, trauma awareness, building trusting and collaborative relationships, client empowerment and choices, understanding and respect of culture, and a diverse workforce.

1000 character limit

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

PATH will employ 10 full-time case managers (10 FTE) to serve 200 clients, for a 1:20 case manager to client ratio. Case managers will have at least one year of experience working in homeless services, behavioral health, or co-occurring disorders, or providing ICMS to vulnerable populations. Two master's-level program managers (2 FTE) will provide oversight, supervision, and as needed direct service support. They will have extensive experience in homeless services and/or vulnerable populations, staff supervision, and program management. We will leverage added oversight from an associate director of ICMS (to be hired) as well as our director of ICMS and senior director of supportive housing services (resumes attached). Staff will undergo initial and annual training to ensure currency of best practices including Housing First, harm reduction, trauma-informed care, critical time intervention, motivational interviewing, non-violent crisis intervention, HIPAA, cultural competency, etc.

1000 character limit

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

PATH's director of ICMS and senior director or supportive housing services will oversee program operations, reporting to the chief program officer. With the associate director of ICMS, they will ensure the program meets contract requirements and objectives. The ICMS program will be supported by PATH's organizational departments including finance, quality assurance and compliance, human resources, and administration.

The Long Beach ICMS teams will be primarily field-based and use both the Project Homekey site and PATH's Long Beach office as touchdown spots. Client case management meetings will occur where the client is at (i.e., in the client's home once they are housed) with alternative on-site private meeting spaces available if needed.

1000 character limit

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

Potential challenges for this project include finding qualified staff and available housing. There has been increasing need for homeless services and a subsequent focus on new solutions in Los Angeles and throughout California. With the increase in programs and funding, PATH has been faced with a shortage of job candidates. As explained above, we have bolstered our recruiting team and will aggressively engage with the workforce to secure qualified and experienced professionals.

The challenge of available affordable housing for individuals experiencing homelessness is an ongoing problem in the low-vacancy, high-cost Los Angeles County housing market. PATH has been working to add to the affordable housing inventory through LeaseUp, as described above, and the development of permanent housing, such as the Long Beach Homekey site, with our real estate arm, PATH Ventures. PATH's Long Beach ICMS team will leverage these programs to quickly place clients in permanent homes.

1000 character limit

How will your program regularly receive and incorporate participant feedback?

PATH values the perspective of our clients and ensures their feedback and concerns are integrated into our overall evaluation practices. At every case management meeting, clients will be invited to share how the program is working for them and feedback is included in case managers' notes. Clients may also share feedback anonymously through suggestion boxes and an annual survey that provides data on the effectiveness of our programs. All clients also will be given information on our grievance policy, which provides step-by-stop procedures to address issues with program staff.

Program leadership regularly reviews case management notes and other client feedback to gain an understanding of client's experience of the program. Any issues are discussed by the leadership team who will make adjust the program to ensure it is effectively meeting the needs of our clients.

1000 character limit

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.

PATH responded quickly at the onset of the pandemic to ensure the safety of our clients and staff. In partnership with local governments, we opened nearly 700 rapid-response Project Roomkey and medical isolation beds throughout Los Angeles County and Santa Barbara. Through the state's Project Homekey program, we are now working to transition four former motels and hotels to interim and permanent housing in Los Angeles and one in San Diego. To help safeguard unhoused individuals and families, we also accelerated our partnership with the Los Angeles Mayor's A Bridge Home initiative, opening 210 interim housing beds at three sites in Los Feliz and La Cienega. Further, we launched PATH Orange County and are providing 525 interim housing beds at two sites.

While implementing COVID-19 precautionary practices, PATH served more than 26,000 individuals statewide during the first year of the pandemic and helped 1,834 people exit their housing instability and move into their own homes.

1000 character limit

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

PATH has collaborated with the Long Beach Continuum of Care (CoC) to coordinate connections to housing resources through CES as part of our Department of Housing and Urban Development (HUD) rapid re-housing program since 2014. We have been using vulnerability indexes/VI-SPDAT to assess client needs and prioritize services since 2010 and all staff are trained on effective data collection techniques.

For the ICMS program, PATH will accept referrals from CES to connect individuals with housing vouchers to affordable and supportive housing and services according to each client's needs as outlined in their housing plan. PATH focuses on high-needs individuals including chronically homeless individuals and those with co-occurring conditions, mental illness, and substance use disorders. Program managers and/or the associate director of ICMS will participate in all CoC meetings and subcommittees, and staff will attend training opportunities and technical assistance as available.

1000 character limit

PERFORMANCE

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

PATH tracks all relevant indicators and outcomes in HMIS and additional funder required databases allowing staff to monitor clients' progress on an individual and programmatic level. Our staff is highly trained in effective engagement techniques for client data collection and data integration. The director of intensive case management services will run comprehensive reports and conduct quantitative program evaluations based on established objectives. Program leadership will conduct internal quality assurance and performance monitoring, including site visits and case file reviews by the quality assurance and compliance department, as well as the director of intensive case management services least monthly. Performance results will be discussed with program managers, the senior director of supportive housing services, and chief program officer with course corrections or service enhancements implemented as needed to ensure the program will remain on track to achieve our goals.

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.

PATH will monitor indicators of housing stability and wellness, including housing placement and retention, engagement in services, and changes in health and income. At program intake, case managers will complete an initial biopsychosocial assessment and collaborate with clients to develop an individualized housing stability plan. The plan will identify each client's barriers to housing and establish housing-focused goals, then outline the services and action steps needed to achieve those goals. Case managers will meet with clients at least weekly discuss progress, follow up on referrals, and make adjustments. Once scattered site clients are stabilized in housing, case managers will use critical time intervention strategies to reduce meetings to at least monthly. Homekey clients will continue with weekly meetings. All meetings, service referrals, and performance indicators will be documented in clients' housing plans and all relevant data is entered into HMIS in a timely manner.

1000 character limit

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

PATH has been active in the Long Beach HMIS since 2014; San Jose HMIS since 2015; and in Los Angeles, San Diego, and Santa Barbara HMIS since their initial rollouts. Our staff is highly trained in effective engagement techniques for client data collection and data integration, and we have appropriate confidentiality forms and systems in place to allow for sharing and protecting client data. As a reference, the Los Angeles CoC assesses HMIS data entry accuracy, scoring PATH at 97+ percent accurate.

Demonstrating our dedication to and understanding of quality assurance, PATH received a second three-year accreditation from the Commission on Accreditation of Rehabilitation Facilities (CARF) for our SSVF RRH and homeless prevention programs. Of 823 applicable standards reviewed, only two recommendations were made, showing our programs' stability and effectiveness. Surveyors approved of our administrative practices and quality of services, including pulling HMIS data integrity reports.

1000 character limit

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

ICMS staff will be supported by PATH's internal quality assurance and compliance department that conducts monthly internal program monitoring to ensure quality services and accuracy/completeness of data. PATH's quality assurance plan provides real-time data collection and data review capabilities for direct service staff, as well as procedures for monthly quality assurance reviews conducted by program leadership. These reviews will provide opportunities to assess data quality, as well as progress towards meeting established service outcomes, both at the client-level and the program level. When problems are identified, PATH will take immediate actions to identify the underlying causes and resolve any program inefficiencies or ineffectiveness. Additionally, in the unlikely event that PATH is not on track to achieve the anticipated outcomes, the director of ICMS will raise this issue to the City of Long Beach along with a proposed corrective action plan.

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

PATH Family Commons

Funder/Grantor

HUD/City of Long Beach

Contract Term

One year

Months/Years

Total Contract Amount (\$)

\$730,869.00

Project Summary

Funded operating costs and case management for PATH Family Commons in Long Beach. The program served 40 households with children with wraparound supportive services to improve wellness and stability.

800 character limit

Funder Program Officer Reference

Ka

First

Xiong

Last

Reference Email

Ka.Xiong@longbeach.gov

Reference Phone

(562) 570-4216

Previous Project Example #2

Project Name

Los Angeles ICMS

Funder/Grantor

Los Angeles County Department of Health
Services (DHS)

Contract Term

Five years

Months/Years

Total Contract Amount (\$)

\$15,417,566.00

Project Summary

One of several contracts with DHS to provide street-based ICMS to individuals experiencing homelessness across Los Angeles County. PATH's DHS contracts serve at least 524 clients annually.

800 character limit

Funder Program Officer Reference

Libby

First

Reference Email

EBoyce@dhs.lacounty.gov

Boyce

Last

Reference Phone

(213) 833-5384

COMMITMENT TO RACIAL EQUITY

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

PATH has 37 years of experience in effectively serving our unhoused neighbors' cultural and racial diversity and value our clients' race, ethnicity, gender identity and expression, sexual orientation, disability, legal status, economic situation, military status, and more. We recognize that homelessness is rooted in structural and institutional racism and our demographics are reflected accordingly: 34% Hispanic, 32% Black, 18% White, 2% multi-racial, 1% American Indian, 1% Asian, and 1% Native Hawaiian/Other Pacific Islander.

We approach hiring with dedication to deliver responsive communication and services. Our staff is proficient in the county's threshold languages, and we use a translation/interpretation service that gives us access to 160+ languages. All staff are trained in cultural competency, and we emphasize awareness and empathy in our service delivery. Cultural competency is assessed through MSAT, a supervision tool, to evaluate performance in client services and success.

1000 character limit

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

Driven by DEI efforts begun in 2019, PATH launched our Listen, Learn, and Lead initiative in summer 2020 and enlisted Racial Equity Partners (REP) as external experts to help guide and elevate our work. REP is advising our DEI committee; has completed board, staff, and client focus groups/surveys to help identify racial equity growth opportunities; and is creating a road map for in-house implementation, influencing hiring, promotion, and service delivery.

With REP, PATH launched a mandatory Racial Equity and Homelessness staff series. Topics include racial identity and unconscious bias, the context of racism in history, anti-racism, and how to take action. We have also established the PATH Academy, which provides professional development opportunities focusing on Black, Indigenous, and People of Color (BIPOC) staff and employees dedicated to advancing equity. The 12-month program will equip 20 staff with curriculum, mentorship, resources, and opportunities to grow within PATH.

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.

While PATH has always pursued a diverse staff, our recently released 2021-2023 strategic plan rededicates our existing human resource plan to ensure we are intentionally valuing diversity as we hire. It prioritizes creating a bilingual and culturally diverse workforce that reflects our clients' demographics and lived experience (e.g., homelessness, chemical dependencies, military service, etc.). We are assessing our job applicants' demographics, identifying gaps, and exploring where we can post jobs to hire more equitably. Further, we have created a cultural competency plan that focuses on our onboarding and training and incorporates our DEI efforts, a shared statement of values, and promotes a continuous learning culture. Our strategic plan will also examine our board recruitment, onboarding, and expectations with a goal to see our board reflect our served population more closely, augmenting a membership that already includes lived experience in homelessness and military service.

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.

PATH uses the automated accounting system Intacct to track and process all financial transactions by funding source and cost center, ensuring funds are used for their intended purpose and not misappropriated. A separate cost center is maintained for each publicly funded contract, which tracks all income and expenses assigned to that specific contract and program. The system has protocols for ensuring cash flow between grant disbursements, preparing/processing cash receipts, cash disbursements, payroll, financial reporting, contract budgets, invoices, and reports.

Sandy Oluwek, CFO, a former CPA with 30+ years of experience, oversees PATH's financial activities including accounting, invoicing and collections, payables, procurement, reporting, and financial compliance and analysis. A team of 23 finance staff assist with invoicing, processing vendor payables and client financial assistance, maintaining the books, ensuring proper documents control, and other accounting and finance duties

1000 character limit

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

PATH has 37 years of experience in managing a complex network of government and private funders and frequently leverages existing programs to optimize our effectiveness. Our programs work in tandem to ensure each client receives the services they need to end their homelessness and PATH structures our new contracts to use existing resources and avoid duplication of services. Program leadership meet regularly to coordinate efforts and identify areas of collaboration. For example, many of our programs leverage LeaseUp, benefiting from the specific skills of our housing specialists who are knowledgeable in real estate and property management. Their expertise help case managers in other programs locate and match clients to affordable housing that will meet their needs.

To ensure all costs are covered uniformly, PATH determines indirect and administrative costs through an established methodology according to PATH's Cost Allocation Plan.

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

PATH_ICMS Budget.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

PATH_501(c)3 Letter.pdf

PATH_Articles of Incorporation and Bylaws.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

PATH_Debarment Certification.pdf

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

Certification for a Drug Free Workplace

PATH_Drug-Free Workplace Certification.pdf

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

Equal Benefits Ordinance (EBO) Compliance Form

PATH_EBO Compliance Form.pdf

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

Housing First Certification

PATH_Housing First Certification.pdf

Submit a completed and signed Housing First Certification form.

Fair Housing and Equal Opportunity Certification

PATH_Fair Housing Equal Opportunity Certification.pdf

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

Conflict of Interest Certification

PATH_CoC Conflict of Interest Certification.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

Chief Program

Tescia

Uribe

Officer

First

Last

Title

Date

8/2/2021

EXHIBIT “B”

Cost/Rates



Monthly \$ 51,111
 New staff \$ -
 Yearly \$ 613,328

BUDGET CATEGORY	Staff Member	FTE	Year 1 Budget	Notes
PERSONNEL				
Program Manager		1	\$62,000.00	The program manager will provide oversight and supervision to the case managers and will support as needed with direct participant service.
Program Manager		1	\$62,000.00	The program manager will provide oversight and supervision to the case managers and will support as needed with direct participant service.
Case Manager		1	\$48,000.00	Provides intensive case management services to clients with a focus on voucher application/submission, housing navigation, and retention strategies.
Case Manager		1	\$48,000.00	Provides intensive case management services to clients with a focus on voucher application/submission, housing navigation, and retention strategies.
Case Manager		1	\$48,000.00	Provides intensive case management services to clients with a focus on voucher application/submission, housing navigation, and retention strategies.
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Case Manager		1		Provides intensive case management services to clients with a focus on voucher application/submission, housing navigation, and retention strategies.
Case Manager		1		Provides intensive case management services to clients with a focus on voucher application/submission, housing navigation, and retention strategies.
TOTAL Salaries		7	\$364,000.00	
Fringe Benefits		27%	\$98,280.00	
TOTAL PERSONNEL AND BENEFITS			\$462,280.00	
SERVICES AND SUPPLIES				
Description	FTE/Units	Cost Per Unit	Year 1 Budget	Notes
Client Temporary Financial Assistance	200	\$250.00	\$50,000.00	Expenses associated with supporting the well-being and safety of clients living on the street and linking clients to interim and/or permanent housing including document fees (ID replacement/renewal, birth certificates), motel vouchers, toiletries and personal items, food, clothing, taxi/transportation vouchers, vehicle repair, etc.
IT & Network	7	\$1,500	\$10,500.00	Cell phone and mobile device data plan estimated \$125 per FTE per month for 12 months = \$10,500

Insurance - Employee	7	\$250	\$1,750.00	General liability insurance to cover the program as required \$250 per FTE per year = \$1,750.
Supplies - Office	7	\$200	\$1,400.00	Office supplies including paper, pens, file folders, notebooks, postage, outreach uniforms, back packs, etc. \$200 per FTE per year = \$1,400
Mileage, Parking, Transit, Ride Share	7	\$2,000	\$14,000.00	Staff mileage at 53 cents/mile, Uber/Lyft transportation for clients. Year one higher for more transportation needs than year 2.
Equipment - Cell Phone purchase	7	\$800	\$5,600.00	Cell phone purchase at \$800 x 7 FTE = \$5,600.
Equipment –Computer purchase	7	\$1,200	\$8,400.00	iPad/mobile device purchase at \$1200 x 7 FTE= \$8,400.
Staff Onboarding & Annual Training	7	\$520	\$3,641.00	Staff training and development at \$520.10/FTE X 7 FTE + .30 rounding = \$3,641. Additional training costs will be leveraged through other resources.
One time Start up costs			\$0.00	
TOTAL SERVICES AND SUPPLIES			\$95,291.00	
Total Personnel and S&S			\$557,571.00	
ADMINISTRATIVE - 10%		10%	\$55,757.00	
TOTAL BUDGET			\$613,328.00	

EXHIBIT “C”

City’s Representative(s):

Kristian Castro

Office: 562.570.4522

Kristian.Castro@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Jennifer Hark Dietz
Office: 323.644.2210
jenniferd@epath.org

**RESOLUTION 20210624-1
RESOLUTION OF THE BOARD OF DIRECTORS OF PATH
TO AUTHORIZE SIGNATORY AUTHORITY**

A majority of the Board of Directors of PATH, a California nonprofit corporation (the "Corporation") hereby consents to adopt and ratify the following resolution:

WHEREAS, the Corporation would like to update the authorized persons who may sign and transact other business on the Corporation's behalf:

WHEREAS, the Board of Directors would like to **add** the following name as an official signer on behalf of the Corporation for all matters excluding payment transactions (checks, ACH, wire transfers):

Sandy Oluwek, Chief Financial Officer

THEREFORE, the full slate of signers is:

Joel Roberts, Chief Executive Officer
Jennifer Hark-Dietz, Deputy Chief Executive Officer
Carlos Gonzalez, Chief Innovations Officer
Sarah Kolish, Chief Administrative Officer
Tescia Uribe, Chief Program Officer
Jonathan Castillo, Chief Regional Officer
La Keishia Childers, Chief Compliance and Administrative Officer
Sandy Oluwek, Chief Financial Officer, *excluding payment transactions*
Terry Bird, Board Chair
Stan Schlender, Board Member
Claire West Orr, Founder

NOW, THEREFORE, IT IS RESOLVED: That the Board of Directors has hereby authorized this resolution as official documentation regarding signatories for the corporation. The instrument to properly set forth those authorized to sign on behalf of the corporation as well as the names and titles of the duly elected individuals.

Passed and adopted effective as of June 24, 2021 by the consent of the Board of Directors of the Corporation.

CERTIFICATION OF THE SECRETARY: The undersigned, Secretary of the Board of Directors of PATH does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said Corporation which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Eileen Dardick
Board Secretary Signature

Eileen Dardick
Type or Print Secretary Name

07-29-2021
Date