

1 SUBCONTRACT FOR HOMELESS EMERGENCY AID PROGRAM (HEAP)

2 35543

3 THIS SUBCONTRACT FOR HOMELESS EMERGENCY AID PROGRAM
 4 ("HEAP") (this "Subcontract") is made and entered into, in duplicate, as of July 26, 2019
 5 for reference purposes only, pursuant to a minute order adopted by the City Council of the
 6 City of Long Beach at its meeting on November 13, 2018, by and between INTERVAL
 7 HOUSE, a California nonprofit corporation ("Organization"), whose address is 6615 E.
 8 Pacific Coast Highway, Suite 170, Long Beach, California 90803, and the CITY OF LONG
 9 BEACH, a municipal corporation (the "City").

10 WHEREAS, the City has received HEAP funding from the Business,
 11 Consumer Services and Housing Agency Homeless Coordinating and Financing Council
 12 ("HCFC") to provide immediate emergency assistance to individuals experiencing
 13 homelessness; and

14 WHEREAS, the City Council has authorized the City Manager to enter into
 15 all necessary documents to expend the HEAP funds for the purposes described above;
 16 and

17 WHEREAS, Organization provides prevention services; and

18 WHEREAS, City wishes to support these services by providing HEAP funds;
 19 and

20 WHEREAS, Organization agrees to perform these services and provide to
 21 the City the information and supporting documentation required in this Subcontract;

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

24 Section 1. The above recitals are true and correct and are incorporated in
 25 the subcontract.

26 Section 2.

27 A. Organization shall provide prevention services to people
 28 experiencing homelessness in the City, and/or residents of the City who are at risk

OFFICE OF THE CITY ATTORNEY
 CHARLES PARKIN, City Attorney
 411 West Ocean Boulevard, 9th Floor
 Long Beach, CA 90802-4511

1 of homelessness based on Intake and Assessment, in accordance with HCFC
2 Agreement 18-HEAP-00004, Attachment "A" entitled "Statement of Work",
3 Attachment "B" entitled "Budget", Attachment "C" entitled "Certification Regarding
4 Compliance with Americans with Disabilities Act," Attachment "D" entitled
5 "Certification Regarding Debarment," Attachment "E" entitled "Certification
6 Regarding Lobbying," Attachment "F" entitled "Certification of No Conflict of
7 Interest," and Attachment "G" entitled "Health Information in Compliance with the
8 Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health
9 Information Technology for Economic and Clinical Health Act (HITECH Act)
10 Business Associate Agreement," all of which are attached hereto and incorporated
11 by this reference, and the Long Beach Continuum of Care Program Guidelines,
12 which have been provided to Organization and are incorporated by this reference.

13 B. Organization shall be responsible for adherence to all policies,
14 procedures, rules and regulations contained in the Long Beach Continuum of Care
15 Program Guidelines, applicable OMB Circulars, this Subcontract and attachments
16 A-G, HCFC Agreement 18-HEAP-00004 for the funds dispersed under this
17 Subcontract, the Request for Proposal ("RFP"), and Organization's proposal in
18 response to the RFP.

19 C. The term of this Subcontract shall be the Operational Year
20 beginning on July 1, 2019 and ending on June 30, 2021, with the option of one
21 extension through October 31, 2021, unless sooner terminated as provided herein.

22 Section 3.

23 A. Total disbursements made to Organization under this Contract
24 by the City shall not exceed Two Hundred Seventy Eight Thousand Six Hundred
25 Seventy-Eight Dollars (\$278,678) over the term of this Subcontract. Upon execution
26 of this Subcontract, the City shall disburse funds payable hereunder in due course
27 of payments following receipt from Organization of billing statements in a form
28 approved by the City showing expenditures and costs identified in Attachment "B".

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

8 C. Organization shall prepare monthly invoices and submit them
9 to the City within fifteen (15) days after the end of the month in which Organization
10 provided services. Organization shall attach cancelled checks and other
11 documentation supporting the charges. Failure to submit an invoice and its
12 accompanying documentation within the 15-day period may result in late payment
13 from the City. Submission of incorrect invoices or inadequate documentation shall
14 result in a Disallowed Cost Report. The Disallowed Cost Report was created to
15 provide detail to Organization for the purpose of communicating disallowed costs
16 due to reasons of insufficient source documentation, ineligible expenses, exceeded
17 line items, and similar reasons. In the event that an item is disallowed in the invoice,
18 Organization will be permitted to resubmit the disallowed costs along with adequate
19 source documentation, other eligible expenses, and the like in the next invoice. The
20 City reserves the right to refuse payment of an invoice (a) received by it thirty (30)
21 days after Organization provided the services relating to that invoice; (b) for in
22 allocable or ineligible expenses; or (c) for the unauthorized expense of funds
23 requiring written approval for budget changes or modifications.

24 D. Organization shall prepare quarterly reports and submit them
25 along with all invoice backup documentation to the City within fifteen (15) days after
26 the end of the quarter in which Organization provided services.

27 E. The City closes its fiscal year during the months of August and
28 September; Organization acknowledges and agrees that the City's payment of

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invoices will be slightly slower during that time.

F. No later than thirty (30) days after the completion of the Operational Year during the term of this Subcontract, Organization shall submit to the City a final invoice and APR certified by one of Organization's officers or by its Executive Director.

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

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

Section 4.

A. Organization's records relating to the performance of this Subcontract shall be kept in accordance with generally accepted accounting principles and in the manner prescribed by the City. Organization's records shall be current and complete. The City and HCFC, and their respective representatives, shall have the right to examine, copy, inspect, extract from, and audit financial and other records related, directly or indirectly, to this Subcontract during Organization's normal business hours to include announced and unannounced site visits during the term of the Subcontract and thereafter. If examination of these financial and other records by the City and/or HCFC reveals that Organization has not used these grant funds for the purposes and on the conditions stated in this Subcontract, then Organization covenants, agrees to and shall immediately repay all or that portion of the grant funds which were improperly used. If Organization is unable to repay all or that portion of the grant funds, then the City will terminate all activities of Organization under this Subcontract and pursue appropriate legal action to collect

1 the funds. Alternatively, to the extent the City has been refusing payment of any
2 invoices, the City may continue to withhold such funds equal to the amount of
3 improperly used grant funds, regardless of whether the funds being withheld by the
4 City were improperly used.

5 B. In addition, Organization shall provide any information that the
6 City Auditor and other City representatives require in order to monitor and evaluate
7 Organization's program performance hereunder. The City reserves the right to
8 review and request copies of all documentation related, directly or indirectly, to the
9 program funded by this Subcontract, including by way of example but not limited to,
10 case files, program files, policies and procedures. Organization shall provide all
11 reports, documents or information requested by the City within three (3) days after
12 receipt of a written or oral request from a City representative, unless a longer period
13 of time is otherwise expressly stated by the representative. In addition, Organization
14 shall develop and implement ongoing methods to self-evaluate its personnel and
15 obtain client feedback for continual improvement of project operations.

16 C. Organization shall comply with Homeless Management
17 Information System (HMIS) requirements and ensure full participation in the City's
18 HMIS. Organizations that provide domestic violence and legal services are
19 permitted to use a comparable database to capture required data elements that
20 comply with HMIS data and reporting requirements.

21 D. If Organization spends Seven Hundred Fifty Thousand Dollars
22 (\$750,000) or more in Federal funds in an Operational Year, then Organization shall
23 submit an audit report to the City in accordance with OMB Super Circular no later
24 than thirty (30) days after receipt of the audit report from Organization's auditor or
25 no later than nine (9) months after the end of the Operational Year, whichever is
26 earlier. If Organization spends less than Seven Hundred Fifty Thousand Dollars
27 (\$750,000) in Federal grant funds in an Operational Year, submission of the audited
28 financial statement is required.

1 Section 5.

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

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

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

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

19 E. Organization, its officers, and employees are not debarred or
20 suspended from doing business with the Federal Government.

21 F. Organization will provide information, such as data and reports,
22 as required by HCFC.

23 Section 6.

24 A. In the performance of this Subcontract, Organization shall not
25 discriminate against any employee, applicant for employment or service, or
26 subcontractor because of race, color, religion, national origin, sex, sexual
27 orientation, gender identity, AIDS, HIV Status, AIDS related condition, age, disability
28 or handicap. Organization shall take affirmative action to assure that applicants are

1 employed or served, and that employees and applicants are treated during
2 employment or services without regard to these categories. Such action shall
3 include but not be limited to the following: employment, upgrading, demotion or
4 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or
5 other forms of compensation; and selection for training, including apprenticeship.

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

11 Section 7.

12 A. In performing services hereunder, Organization is and shall act
13 as an independent contractor and not as an employee, representative, or agent of
14 the City. Organization's obligations to and authority from the City are solely as
15 prescribed in this Subcontract. Organization expressly warrants that it will not, at
16 any time, hold itself out or represent that Organization or any of its agents,
17 volunteers, subscribers, members, officers or employees are in any manner officials,
18 employees or agents of the City. Organization shall not have any authority to bind
19 the City for any purpose.

20 B. Organization acknowledges and agrees that (a) the City will not
21 withhold taxes of any kind from Organization's compensation, (b) the City will not
22 secure workers' compensation or pay unemployment insurance to, for or on
23 Organization's behalf, and (c) the City will not provide, and Organization and
24 Organization's employees are not entitled to any of the usual and customary rights,
25 benefits or privileges of City employees.

26 Section 8.

27 A. Organization acknowledges and agrees that the provision of
28 services under this Subcontract does not require or permit access by Organization

1 or any of its officers, employees, or agents, to any patient medical records/patient
2 information. Accordingly, Organization shall instruct its officers, employees, and
3 agents that they are not to pursue, or gain access to, patient medical records/patient
4 information for any reason whatsoever.

5 B. Notwithstanding the forgoing, the parties acknowledge that in
6 the course of the provision of services hereunder, Organization or its officers,
7 employees, and agents, may have inadvertent access to patient medical
8 records/patient information. Organization understands and agrees that neither it nor
9 its officers, employees, or agents, are to take advantage of such access for any
10 purpose whatsoever.

11 C. Additionally, in the event of such inadvertent access,
12 Organization and its officers, employees, and agents, shall maintain the
13 confidentiality of any information obtained and shall notify the City that such access
14 has been gained immediately, or upon the first reasonable opportunity to do so. In
15 the event of any access, whether inadvertent or intentional, Organization shall
16 indemnify, defend, and hold harmless the City, and HCFC, its officers, employees,
17 and agents, from and against any and all liability, including but not limited to, actions,
18 claims, costs, demands, expenses, and fees (including attorney and expert witness
19 fees) arising from or connected with Organization or its officers', employees', or
20 agents', access to patient medical records/patient information. Organization agrees
21 to provide appropriate training to its employees regarding their obligations as
22 described hereinabove.

23 Section 9. This Subcontract contemplates the personal services of
24 Organization and Organization's employees. Organization shall not delegate its duties or
25 assign its rights hereunder, or any interest therein or any portion thereof, without the prior
26 written consent of the City. Any attempted assignment or delegation shall be void, and any
27 assignee or delegate shall acquire no right or interest by reason of such attempted
28 assignment or delegation.

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Section 10.

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

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

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

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

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Section 11.

A. As a condition precedent to the effectiveness of this Subcontract, Organization shall procure and maintain at Organization's expense for the duration of this Subcontract 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:

(1) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities performed by or on behalf of the Organization in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If the Organization may be working with minors or other vulnerable groups at any time during this Subcontract, this insurance shall include coverage for insureds accused of participating in a physical abuse, sexual misconduct or sexual molestation.

(2) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and their officials, employees, and agents.

(3) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired

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automobiles.

(4) As applicable to the discipline of the Organization, professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Subcontract.

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

C. 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 Organization and to maintain insurance in compliance with the provisions of this section.

D. 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. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. 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.

1 E. Any modification or waiver of the insurance requirements
2 herein shall be made only with the approval of City Risk Manager. The procuring of
3 insurance shall not be construed as a limitation on liability or as full performance of
4 the indemnification provisions of this Subcontract.

5 F. Organization shall within thirty (30) days prior to expiration of
6 this insurance, furnish to the City certificates of insurance and endorsements
7 evidencing renewal of the insurance. The City reserves the right to require complete
8 certified copies of all policies of Organization and Organization's contractors and
9 subcontractors, at any time.

10 Section 12.

11 A. When acquiring or leasing property pursuant to this
12 Subcontract, Organization shall comply with the requirements of all federal, state,
13 and local health and safety laws and environmental protection laws, including but
14 not limited to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4822-
15 4846, the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Title X"),
16 42 §§ U.S.C., §§ 4851-4856, the regulations at 24 C.F.R. part 35 and 15 U.S.C., §§
17 2681 ("title IV-Lead Exposure Reduction") by undertaking, or requiring the owner to
18 undertake, to remove, encapsulate, or enclose lead-based paint and lead
19 contaminated dust and soil. Contractors leasing existing sites must assure the City
20 that an inspection for the presence of lead-based paint hazards has taken place.
21 Organization are precluded from leasing structures where lead-based paint exists
22 and abatement has not taken place. Organization is further prohibited from
23 sheltering any adult or minor child in a structure where lead-based paint is known to
24 exist.

25 B. Organization certifies that, if grant funds are used for
26 renovation or conversion of the building for which the grant funds will be used, then
27 the building must be maintained as a shelter for or provide supportive services to
28 homeless individuals for not less than ten (10) years nor more than fifteen (15) years

1 according to a written determination delivered to Organization by the City, and such
2 determination shall state when the applicable period of time shall commence and
3 terminate.

4 C. Organization certifies that the building for which the grant funds
5 will be used for supportive services, assessment and/or homeless prevention
6 services shall be maintained as a shelter or provider of programs for homeless
7 individuals during the term of this Subcontract.

8 D. Organization shall comply with all requirements of the City's
9 Municipal Code relating to building code standards in undertaking any activities or
10 renovations using grant funds.

11 E. Organization shall not commence services until the City's
12 Development Services has completed an environmental review under 24 CFR Part
13 50, and Organization shall not commence such services until the City informs
14 Organization of the completion and conditions of said environmental review.

15 F. Organization shall provide reports as required by the City and
16 HCFC and as required in this Subcontract and applicable laws and regulations.

17 G. In addition to, and not in substitution for, other terms of this
18 Subcontract regarding the provision of services or the payment of operating costs
19 for supportive services only or housing, and except as described in Section 12.G
20 below, Organization shall not:

21 (1) Represent that it is, or may be deemed to be, a religious
22 or denominational institution or organization or an organization operated for
23 religious purposes that is supervised or controlled by or in connection with a
24 religious or denominational institution or organization.

25 (2) In connection with costs of services hereunder, engage
26 in the following conduct:

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

1 (b) discriminate against any person seeking housing
2 or related supportive services only on the basis of religion and will not
3 limit such services or give preference to persons on the basis of
4 religion;

5 (c) provide religious instruction or counseling,
6 conduct religious worship or services, engage in religious
7 proselytizing, or exert other religious influence in the provision of
8 services or the use of facilities and furnishings;

9 (3) In the portion of the facility used for housing or
10 supportive services only assisted in whole or in part under this Subcontract
11 or in which services are provided that are assisted under this Subcontract,
12 contain sectarian religious symbols or decorations.

13 H. Organizations that are religious or faith-based are eligible, on
14 the same basis as any other organization, to participate in the HEAP. However, an
15 organization shall comply with the following provisions if it is deemed to be a
16 religious or faith-based organization.

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

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

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

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proselytization.

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

A religious or faith-based organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

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

(4) HEAP funds may not be used for the acquisition, construction or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

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

I. Organization shall provide homeless individuals and/or families

1 with assistance in obtaining:

2 (1) Appropriate supportive services, including transitional
3 housing, permanent housing, physical health treatment, mental health
4 treatment, counseling, supervision and other services essential for achieving
5 independent living; and

6 (2) Other Federal, State, and local private assistance
7 available for such individuals, including mainstream resources.

8 J. Organization certifies that it will comply with all documents,
9 policies, procedures, rules, regulations and codes identified in Sections 2 and 12 of
10 this Subcontract and such other requirements as from time to time may be
11 promulgated by HCFC.

12 K. Organization shall execute a Certification Regarding
13 Debarment in the form shown on Attachment "E".

14 L. Organization shall execute a Certification Regarding Lobbying
15 in the form shown on Attachment "F".

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

23 Section 14. Solid Waste. Organization shall comply with the requirements
24 of Section 6002 of the Solid Waste Disposal Act. Under Section 6002, and accompanying
25 Environmental Protection Agency rules (40 CFR 247), Organization shall procure items
26 that contain the highest percentage of recovered materials practicable, consistent with
27 maintaining a satisfactory level of competition, where the purchase price of the item
28 exceeds Ten Thousand Dollars (\$10,000) or the value of the quantity acquired in the

1 preceding fiscal year exceeded Ten Thousand Dollars (\$10,000); shall procure solid waste
2 management services in a manner that maximizes energy and resource recovery; and shall
3 have established an affirmative procurement program for procurement of recovered
4 materials identified in the EPA Guidelines.

5 Section 15. The City shall facilitate the submission of all reports required by
6 the HCFC based on information submitted by Organization to the City. The City shall act
7 as the primary contact for Organization to HCFC for services provided under this
8 Subcontract. The City shall facilitate directly to HCFC the submission of any information
9 related to all financial and programmatic matters in this Subcontract, including but not
10 limited to reimbursements of grant funds, requests for changes to Organization's budget,
11 and requests for changes to Organization's application for grant funds.

12 Section 16. All notices given hereunder this Subcontract shall be in writing
13 and personally delivered or deposited in the U.S. Postal Service, certified mail, return
14 receipt requested, to the City at 2525 Grand Avenue, Long Beach, California 90815 Attn:
15 Homeless Services Officer, and to Organization at the address first stated above. Notice
16 shall be deemed given on the date personal delivery is made or the date shown on the
17 return receipt, whichever is earlier. Notice of change of address shall be given in the same
18 manner as stated for other notices.

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

22 Section 18. Organization shall have the right to terminate this Subcontract
23 at any time for any reason by giving ninety (90) days prior notice of termination to the City,
24 and the City shall have the right to terminate all or any part of this Subcontract at any time
25 for any reason or no reason by giving five (5) days prior notice to Organization. If either
26 party terminates this Subcontract, all funds held by Organization under this Subcontract
27 which have not been spent on the date of termination shall be returned to the City.

28 Section 19. This Subcontract, including all exhibits and attachments hereto,

1 constitutes the entire understanding of the parties and supersedes all other agreements,
2 oral or written, with respect to the subject matter herein.

3 Section 20. This Subcontract shall not be amended, nor any provision or
4 breach hereof waived, except in writing by the parties that expressly refers to this
5 Subcontract.

6 Section 21. The acceptance of any service or payment of any money by the
7 City shall not operate as a waiver of any provision of this Subcontract, or of any right to
8 damages or indemnity stated herein. The waiver of any breach of this Subcontract shall
9 not constitute a waiver of any other or subsequent breach of this Subcontract.

10 Section 22. This Subcontract shall be governed by and construed pursuant
11 to the laws of the State of California, without regard to conflicts of law principles.

12 Section 23. In the event of any conflict or ambiguity between this
13 Subcontract and one or more attachments, the provisions of this Subcontract shall govern.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

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

INTERVAL HOUSE, a California nonprofit corporation

May 7, 2020

By Carol Williams
Name Carol Williams
Title Executive Director

_____, 2020

By _____
Name _____
Title _____

"Organization"

CITY OF LONG BEACH, a municipal corporation

June 2, 2020

By Rebecca G. Lerner
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Subcontract is approved as to form on May 28, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

Attachment A

**City of Long Beach
Homeless Emergency Aid Program (2019)
Scope of Work - Homelessness Prevention Project
COC HOMELESSNESS PREVENTION PROGRAM**

Agency: Interval House

Project Name: Interval House HEAP Homelessness Prevention Program

Primary Place of

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

Project Summary

Interval House's Homelessness Prevention (HP) program will offer a full range of financial assistance and supportive services to help at-risk individuals and families in the City of Long Beach achieve stable permanent housing as quickly as possible. The goal of the program is to reach precariously housed individuals and families before they become homeless to connect them with appropriate housing resources that are designed to help participants achieve and maintain housing stability. In a one-year period, the program will provide housing services for 43 households at risk of homelessness (actual numbers may vary depending on household need and length of assistance), including housingstabilization services, short-term rental assistance, and follow-up support.

Project Objectives

Please see below for Number of Households and Persons to Be Served at a Point in Time and Unduplicated Number of Households and Persons to Be Served over 12-months.

Number of Households to be Served at Maximum Program Capacity:	<u>6</u>
Number of Persons to be Served at Maximum Program Capacity:	<u>9</u>
Total Number of Unduplicated Households to be Served over a 12-Month Period:	<u>43</u>
Total Number of Unduplicated Persons to be Served over a 12-Month Period:	<u>65</u>

Target Population

The program will target persons living in the Long Beach Continuum of Care service area who are at risk of becoming homeless and meet the eligibility criteria as outlined in the RFP. The proposed project does not limit assistance to any specific subpopulations.

initial



ATTACHMENT B

PROJECT BUDGET FORM
COC HOMELESSNESS PREVENTION PROGRAM
HOMELESS EMERGENCY AID PROGRAM (HEAP) 2019
HOMELESSNESS PREVENTION

PROJECT NAME: Interval House HEAP Homelessness Prevention Program AGENCY: Interval House

HOUSING RELOCATION & STABILIZATION SVCS FINANCIAL ASSISTANCE	(A) Actual Annual Project Costs	(B) % Requested from HEAP	(AxB)* Funding Request
Position/Title/Item:			
1) Rental Arrears, Rental Assistance, and Late Fees	214,524.00	100.00%	214,524.00
2)			0.00
3)			0.00
4)			0.00
5)			0.00
6)			0.00
7)			0.00
8)			0.00
HRSS (FINANCIAL ASSISTANCE) SUBTOTAL:	214,524.00		214,524.00

HOUSING RELOCATION & STABILIZATION SVCS: SERVICES - PERSONNEL	(A) Actual Annual Salary	(B) Actual Annual Benefits	(A+B) Actual Annual Salary+Benefits	(C) % FTE on Project	(A+B)xC* Funding Request	Type of Housing Relocation & Stabilization Svc
SAMPLE - HOUSING COORDINATOR, 1.0 FTE	55,000.00	5,500.00	60,500.00	15.00%	9,075.00	Housing stability case management
1) Program Director (6 months)	115,000.00	22,312.00	137,312.00	1.25%	858.00	
2) Program Director (12 months)	115,000.00	22,312.00	137,312.00	12.50%	17,164.00	
3) Housing Advocate (18 months)	60,000.00	11,645.00	71,645.00	37.50%	40,300.00	
4)			0.00		0.00	
5)			0.00		0.00	
6)			0.00		0.00	
7)			0.00		0.00	
8)			0.00		0.00	
HRSS (SERVICES - PERSONNEL) SUBTOTAL:	290,000.00	56,269.00	346,269.00		58,322.00	

HOUSING RELOCATION & STABILIZATION SVCS: SERVICES - NONPERSONNEL	(A) Actual Annual Project Costs	(B) % Requested from HEAP	(AxB)* Funding Request	Type of Housing Relocation & Stabilization Svc
Position/Title/Item:				
1) 10% de minimis		100.00%	5,832.00	
2)			0.00	
3)			0.00	
4)			0.00	
5)			0.00	
6)			0.00	
7)			0.00	
8)			0.00	
9)			0.00	
HRSS (SERVICES - NONPERSONNEL) SUBTOTAL:			5,832.00	
HOUSING RELOCATION & STABILIZATION SVCS SUBTOTAL:			278,678.00	

HOMELESS PREVENTION TOTALS: (Housing Relocation & Stabilization Services + Rental Assistance)	Actual Annual Project Costs	Total Funding Request
PROJECT TOTAL:	566,625.00	278,678.00

Attachment C

Certification Regarding Compliance with Americans With Disabilities Act

Certification Regarding Compliance With Americans With Disabilities Act

The undersigned certifies, that to the best of his/her knowledge and belief:

Subrecipient is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations ("ADA") and the American with Disabilities Act Amendments Act of 2008 ("ADAAA"), Pub. L. 110-325 and all subsequent amendments.

Subrecipient will ensure that persons with disabilities have equal access to participate in programs and services. Contractor will provide reasonable accommodations to allow individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA and the ADAAA.

Subrecipient will not discriminate against persons with disabilities or against persons who have a relationship with or association with a person with a disability.

Subrecipient will adopt and implement LAHSA's policies and procedures addressing disabled individuals who use service animals.

Subrecipient will designate staff to participate in periodic mandatory training sessions on ADA compliance; including training regarding addressing disabled individuals who use service animals.

Subrecipient will require that the ADA and ADAAA compliance language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and other agreements under grants, loans and cooperative agreements) and that all subgrantees shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

NAME & TITLE OF AUTHORIZED ADA COMPLIANCE REPRESENTATIVE:

Carol Williams, Executive Director

NAME/TITLE

Carol Williams

SIGNATURE

5/7/20

DATE

Attachment D
Certification Regarding Debarment



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4066

CERTIFICATION REGARDING DEBARMENT

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

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

CERTIFICATE REGARDING DEBARMENT

Page 3

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

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

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

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

Name and Title of Authorized Representative: Caryl Williams, Executive Director

Caryl Williams 5/7/20

Signature Date

Attachment E
Certification Regarding Lobbying



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000 • FAX: (562) 570-4066

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of Authorized Representative: Carol Williams, Executive Director

Carol Williams

Signature

5/7/20

Date

Attachment F
Certification of No Conflict of Interest