

34504

PATH

SUBCONTRACT SERVICES AGREEMENT

Home For Good—Coordinated Entry System

17-HFG-230-09-City of Long Beach

An Initiative of The United Way of Greater Los Angeles and

The LA Area Chamber of Commerce

This Subcontract Services Agreement (“Subcontract”), dated October 1, 2016 is entered into by and between People Assisting The Homeless (PATH) LEAD AGENCY (“Contractor”), and The City of Long Beach SUBCONTRACTOR (“Subcontractor”).

RECITALS

- A. Contractor has entered into an agreement, effective October 1, 2016, with United Way, Inc. aka United Way of Greater Los Angeles (United Way) in connection with the Home For Good Funders Collaborative (“HFGFC”) (together, “**Prime Contractor**”) to support the Coordinated Entry System (CES) in the SPA 7 Region. The Prime Agreement is attached hereto and by this reference incorporated herein as **Exhibit “A”**.
- B. Contractor desires to enter into this Subcontract by which Subcontractor shall perform certain tasks, deliverables, services, and other work as set forth in this Subcontract.
- C. Subcontractor desires to perform the tasks, deliverables, services and other work as may be requested by Contractor under this Subcontract.
- D. This Subcontract serves as the legally enforceable and binding contract between Contractor and Subcontractor and defines the relationship and the responsibilities of each party.

NOW, THEREFORE, Contractor and Subcontractor agree as follows:

ARTICLE 1—SUBCONTRACTED SERVICES

- 1.1 The foregoing Recitals are incorporated into this Subcontract as if fully set forth herein.
- 1.2 On the terms and subject to the conditions set forth in this Subcontract, Contractor will reimburse Subcontractor a maximum of \$ 27,208 (the “Maximum Subcontract Amount”) to support the scope of services described in this Subcontract, including without limitation, in Article 4- Responsibilities of Subcontractor and in **Exhibit “B”**, attached hereto and by this reference incorporated herein (collectively, the Subcontracted Services”).
- 1.3 Subcontractor agrees to perform, complete and deliver the Subcontracted Services on time, including, without limitation, the tasks, deliverables, services, documentation, invoice requirements and other work that comprise the Subcontracted Services.

- 1.4 Unless modified in writing by both parties, the duties of Subcontractor shall not be construed to exceed the scope of the Subcontracted Services described herein. Subcontractor agrees not to use the services of a lower-tier Subcontractor in connection with this Subcontract.
- 1.5 The funding for the Subcontracted Services is conditional upon (i) the money actually received by the Contractor from the Prime Contractor, and (ii) Subcontractor's performance of its obligations and responsibilities with respect to the Subcontracted Services. Subcontractor's failure to satisfy any of its obligations and responsibilities with respect to the Subcontracted Services may result in a loss or suspension of funding to Subcontractor as more fully set forth herein.
- 1.6 Subcontractor acknowledges (i) that Subcontractor has been informed about and provided a copy of the Prime Agreement, and (ii) that Contractor has disclosed to Subcontractor the binding application and nature of the Prime Agreement.
- 1.7 Any reference herein to any document includes any and all alterations, amendments, extensions, modifications, renewals or supplements thereto or thereof, as applicable. Neither this Subcontract or any uncertainty or ambiguity herein shall be construed or resolved against Contractor, whether under any rule of construction or otherwise. This Subcontract has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Contractor and Subcontractor.

2 ARTICLE 2—PERIOD OF PERFORMANCE

- 2.1 This Subcontract shall commence on **October 1, 2016**, and Subcontractor is authorized to commence performance of the Subcontracted Services as of said date. This Subcontract shall be in full force and effect from **October 1, 2016**, to and including **June 30, 2017** (hereinafter, the "Term").
- 2.2 Contractor makes no promise or guarantee to Subcontractor that the funding provided by the Prime Contractor in connection with this Subcontract will be renewed because the Prime Contractor has made no such promises or guarantees to Contractor. Any renewal of the funding, or any new funding to Contractor by the Prime Contractor, shall be at the Prime Contractor's sole discretion. Notwithstanding, any failure of Subcontractor to satisfy its obligations under this Subcontract may have a detrimental impact on any decision by the Prime Contractor to renew the Prime Agreement or provide subsequent grants to Contractor.

3 ARTICLE 3—RESPONSIBILITIES OF CONTRACTOR

- 3.1 Contractor agrees to:

- 3.1.1 Provide Subcontractor with technical assistance, training and support regarding invoice submission, data collection and reporting requirements. Contractor will additionally assist Subcontractor in program-related areas necessary to implement and comply with the Subcontracted Services.

- 3.1.2 Share with Subcontractor the Prime Contractor's logos and other trademarks in standard graphic formats along with graphics and use standards, as provided to Contractor by the Prime Contractor.
- 3.1.3 Provide Subcontractor SCOPE OF WORK to clearly define expectations of Subcontractor's duties and responsibilities.
- 3.1.4 Provide administrative and financial oversight of Subcontractor's reimbursement related to flexible funds.

4 ARTICLE 4 – RESPONSIBILITIES OF SUBCONTRACTOR

4.1 As a condition to the receipt of any reimbursement under this Subcontract, Subcontractor shall:

- 4.1.1 Maintain its status as an organization described in Section 170(c), Section 501 (c)(3), and one of Section 509(a)(1), 509(a)(2), or 509(a)(3), of the Internal Revenue Code (the "IRC").
- 4.1.2 Immediately notify Contractor in writing, within two business days, of any notification of the following changes in Subcontractor's status during the Term including, without limitation, if:
 - 4.1.2.1 The Secretary of State changes Subcontractor's corporate status to "Suspended" or "Inactive";
 - 4.1.2.2 Subcontractor dissolves, merges, or is acquired by another entity;
 - 4.1.2.3 Subcontractor changes its legal name;
 - 4.1.2.4 There is a change in Subcontractor's leadership team performing the Subcontracted Services;
 - 4.1.2.5 Subcontractor is notified by the Internal Revenue Service that it is a private foundation, as defined in IRC Section 509(a);
 - 4.1.2.6 Subcontractor is notified by the Internal Revenue Service that it is revoking Subcontractor's status as an organization described in IRC Section 170(c) or 501(c)(3) or that it has commenced an investigation (i.e. audit) of Subcontractor; or
 - 4.1.2.7 Subcontractor is notified by the Department of Justice (Office of the Attorney General) that it has commenced an investigation of Subcontractor.
- 4.1.3 Shall comply with all applicable federal, state, and county statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Subcontracted Services as they exist now or may be hereafter amended or changed (collectively, "Law"), including, without limitation, the following:
 - 4.1.3.1 Executive Order 11246, Equal Employment Opportunity;
 - 4.1.3.2 The Vocational Rehabilitation Act of 1973 Title V;

- 4.1.3.3 Vietnam Era Veterans Readjustment Assistance Act of 1974;
- 4.1.3.4 Code of Federal Regulations (CRF), Title 41, Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor
- 4.1.3.5 Immigration Reform and Control Act (IRCA) of 1986;
- 4.1.3.6 Code of Federal Regulations (“CFR”), Title 9 and Title 2;
- 4.1.3.7 California Code of Regulations (“CCR”), Title 9 and Title 22;
- 4.1.3.8 The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.);
- 4.1.3.9 Federal Single Audit Act of 1984 (31 USC 7501.70);
- 4.1.3.10 Short Doyle/Medical Manual for the Rehabilitation Option and Targeted Case Management;
- 4.1.3.11 OMB Circular A-87, Cost Principles For State, Local, and Indian Tribal Governments;
- 4.1.3.12 OMB Circular A-110, Uniform Administrative Requirements for Grants and other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and
- 4.1.3.13 OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

4.1.4 Implement its program in alignment with the Prime Contractor’s vision and priorities by:

- 4.1.4.1 Prioritizing access to permanent supportive housing units for chronically homeless persons including single adults, Veterans, and families who meet the HUD standard definition for chronic homelessness.
- 4.1.4.2 Reducing barriers to housing among program participants by committing to a Housing First philosophy.
- 4.1.4.3 Submitting documentation in accordance with the Prime Contractor's reporting requirements.
- 4.1.4.4 Participating in the Los Angeles County’s Coordinated Entry System.
- 4.1.4.5 Utilizing the Homeless Management Information System (“HMIS”) maintained by the Los Angeles Homeless Services Authority (“LAHSA”).
- 4.1.4.6 Not assign any of its rights, interests or obligations under this Subcontract to any party whatsoever without the express, prior written approval of Contractor.

5 ARTICLE 5 – PAYMENT

5.1 The Contractor will make payments to the Subcontractor for coordination funds on a quarterly basis, subject to the prior receipt of the reports and satisfaction of the other conditions specified in the Prime Agreement for that specific payment. The Prime Contractor has notified Contractor that the grant

payments will not be made unless, and until, all required reporting with respect to the payments has been received.

5.2 Contractor shall reimburse Subcontractor on a quarterly basis in arrears in accordance with Subcontractor's Budget (**Exhibit "C"**), for allowable expenses incurred in providing the Subcontracted Services, not to exceed the Maximum Subcontract Amount. The reimbursements to Subcontractor may be withheld by Contractor due to Subcontractor's non-compliance with any of the terms and conditions of this Subcontract.

5.2.1 Notwithstanding anything to the contrary set forth herein, Contractor's obligation to reimburse Subcontractor for any Subcontracted Services is valid and enforceable only if and when sufficient funds are made available to Contractor by the Prime Contractor under the provisions of the Prime Agreement for the purposes of this Subcontract.

5.2.2 Contractor reserves the right to modify its payment obligations under this Subcontract, in whole or in part, if the Prime Contractor modifies the terms of the Prime Agreement. Contractor shall notify Subcontractor within 2 business days of its receipt of such notification from the Prime Contractor and shall pass on the same payment restrictions to Subcontractor that are imposed upon Contractor.

5.3 Subcontractor shall submit to Contractor a quarterly invoice to Contractor in order to process its reimbursement for the Subcontracted Services. Subcontractor shall scan a copy of its original invoice for the Subcontracted Services properly performed, which invoice shall be signed by a duly authorized officer of Subcontractor, along with such supporting documentation as Contractor may reasonably require, as outlined in Exhibit B. A scanned copy of the invoice shall be sent to Contractor at the email address provided below. The hard copy, original invoice shall be deposited in the U.S. Postal Service addressed to Contractor at the address provided below on the same day that the invoice is emailed to Contractor. A copy of each invoice shall be maintained on file by Subcontractor for audit purposes.

5.3.1 Subcontractor's invoices shall be mailed and emailed to the department and applicable address provided below:

Tzenni Bah Garcia
PATH
340 N Madison Ave.
Los Angeles, CA 90004
Phone: 323-644-2281
Email: tzennig@epath.org

5.3.2 Contractor shall pay Subcontractor's quarterly invoices in arrears within 30 business days following Contractor's receipt of payment from The Prime Contractor for the same calendar quarter, provided (i) Contractor received the quarterly emailed invoices that comprise such calendar quarter from Subcontractor, and (ii) Subcontractor's invoices that comprise such

calendar quarter are complete and accurate as reasonably required by Contractor. Contractor shall review each invoice and make any payment adjustments as may be necessary or allowable pursuant to the Subcontractor's Budget. Should a dispute over the accuracy, reasonableness or budget adjustments of an invoice arise, Contractor and Subcontractor shall meet to attempt to resolve the dispute. If resolution is not possible through such means, the dispute shall be resolved pursuant to the dispute resolution procedures in Article 18 (Disputes). Contractor may prescribe the format of the invoices.

- 5.4 The Prime Contractor requires Contractor to submit its final financial report on July 15, 2017; therefore, Subcontractor shall submit its final invoice for the Term no later than July 8, 2017 to ensure all of Subcontractor's expenses will be included in the final report due to the Prime Contractor.

6 ARTICLE 6 – REPORTING

- 6.1 Subcontractor agrees to work with Contractor to evaluate the impact of the program for the purpose of reporting program achievements to the Prime Contractor.
- 6.2 The Prime Contractor reserves the right to withhold its grant disbursements from Contractor if reporting does not meet its standards of quality or timeliness. Therefore, Contractor shall consider Subcontractor's reporting to be an integral part of the invoicing process. Subcontractor shall submit its program reports to Contractor at such times and in such detail as follows:
- 6.2.1 Subcontractor shall provide Contractor with its program reports as outlined in **Exhibit B** at the same time that Subcontractor submits its quarterly invoices to Contractor.
 - 6.2.2 Subcontractor's program reports will include, but not be limited to: i) demographic data for persons served or contacted, ii) program data and assessment information, iii) permanent supportive housing placement and retention data, iv) direct service hours, and v) narrative information on programmatic accomplishments, challenges, and outcomes.
 - 6.2.3 Subcontractor's narrative reporting referenced in Section 6.2.2 is due to Contractor no later than **January 8, 2017** for the three-month contract period of October 1, 2016-December 31, 2016; **April 8, 2017** for the three-month contract period of January 1, 2017 – March 31, 2017; **July 8, 2017** for the three-month contract period of April 1, 2017-June 30, 2017.
 - 6.2.4 Subcontractor's data outcomes reporting referenced in Section 6.2.2 is due to Contractor no later than January 8, 2017 for the three-month contract period of October 1, 2016-December 31, 2016; April 8, 2017 for the three-month contract period of January 1, 2017 – March 31, 2017; July 8, 2017 for the three-month contract period of April 1, 2017-June 30, 2017.

7 ARTICLE 7 – IDEMNIFICATION

- 7.1 Subcontractor shall indemnify, defend and hold harmless Contractor and the Prime Contractor, their respective elected and appointed officers, agents, employees and volunteers from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, court costs and all costs of appeals, to the extent caused by the negligence or willful misconduct of Subcontractor, its agents, employees or those for whom it may be

legally liable, in the performance or nonperformance of the Subcontracted Services under this Subcontract.

7.2 Contractor shall indemnify, defend and hold harmless Subcontractor, its respective elected and appointed officers, agents, employees and volunteers from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, court costs and all costs of appeals, to the extent caused by the negligence or willful misconduct of Contractor, its agents, employees or those for whom it may be legally liable, in the performance or nonperformance of Contractor's obligations under this Subcontract.

7.3 These mutual indemnification obligations shall not be limited in any way by any limitation on the amount or type of insurance carried by either party or by the amount or type of damages, compensation, or benefits payable by or for either party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8 ARTICLE 8 – INSURANCE

8.1 Without limiting Subcontractor's indemnification of Contractor and the Prime Contractor in the performance of this Subcontract, and until all of Subcontractor's obligations pursuant to this Subcontract have been met, Subcontractor shall provide and maintain, at its own expense, insurance coverage which satisfies the requirements specified in this Section 8. These minimum insurance coverage terms, types and limits (the "**Required Insurance**") also are in addition to and separate from any other contractual obligation imposed upon Subcontractor pursuant to this Subcontract. Contractor in no way warrants that the Required Insurance is sufficient to protect Subcontractor for liabilities that may arise from or relate to this Subcontract.

8.2 Subcontractor shall maintain the following evidence of coverage and provide notices as follows:

- 8.2.1 Certificate(s) of insurance coverage ("**Certificate**") and a copy of an Additional Insured endorsement confirming Contractor and the Prime Contractor (collectively, the "**Insured**") and their respective Agents (defined below) have been given Insured status under Subcontractor's General Liability policy, shall be delivered to Contractor upon the acceptance of this Subcontract and signed Certificates shall be mailed to the address shown below and provided prior to commencing services under this Schedule. "**Agents**" mean the directors, officers, agents, employees and volunteers of the Insured.
- 8.2.2 Renewal Certificates shall be provided to Contractor not less than 14 days after Subcontractor's policy expiration dates. Contractor reserves the right to obtain complete, certified copies of any required Subcontractor insurance policies at any time.
- 8.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Subcontract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of Subcontractor identified as the contracting party in this Subcontract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy

deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Subcontractor required endorsement forms.

- 8.2.4 Neither Contractor's failure to obtain, nor Contractor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subcontractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

La Keishia Childers

PATH

340 N Madison Ave.

Los Angeles, CA 90004

Phone: 323-644-2224

Email: lakeishiac@epath.org

- 8.2.5 Subcontractor also shall promptly report to Contractor any injury or property damage accident or incident, including any injury to a Subcontractor employee, and any loss, disappearance, destruction, misuse, or theft of property, monies or securities entrusted to Subcontractor arising in connection with the Subcontracted Services. Subcontractor also shall promptly notify Contractor of any third party claim or suit filed against Subcontractor which arise from or relate to this Subcontract and could result in the filing of a claim or lawsuit against the Insured.

8.3 The Insured and their Agents shall be provided additional insured status under Subcontractor's General Liability policy with respect to liability arising out of Subcontractor's ongoing and completed operations performed on behalf of Contractor. The Insured and their Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Subcontractor's acts or omissions, whether such liability is attributable to Subcontractor or to the Insured and their Agents. The full policy limits and scope of protection also shall apply to the Insured and their Agents as additional insureds, even if they exceed the minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.4 Except in the case of cancellation for non-payment of premium, Subcontractor's insurance policies shall provide, and Certificates shall specify, that the Insured shall receive not less than 30 days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to the Insured in event of cancellation for non-payment of premium.

8.5 Failure to Maintain Insurance:

8.5.1 Failure by Subcontractor to maintain the Required Insurance, or to provide evidence of insurance coverage, shall constitute a material breach of this Subcontract upon which Contractor may immediately terminate or suspend this Subcontract.

8.5.2 Contractor, at its sole option, may as a result of said breach, take any or all of the following actions: (i) withhold payment of all invoices submitted to Contractor for reimbursement until

deficiency is corrected at which time full payment of all withheld invoices will be due to Subcontractor; (ii) purchase such required insurance coverage if, after providing notice and allowing Subcontractor 10 days to cure, Subcontractor has not corrected the deficiency, and Contractor may deduct from sums due to Subcontractor, any premium costs advanced by Contractor for such insurance until Subcontractor corrects the deficiency; or (iii) terminate this Subcontract per requirements detailed in **Article 13 (Defaults, Suspension, and Termination)**.

8.6 Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A: VII, unless otherwise approved by Contractor in writing.

8.7 Subcontractor's insurance policies, with respect to any claims related to this Subcontract, shall be primary with respect to all other sources of coverage available to Subcontractor. Any insurance or self-insurance coverage maintained by the Insured shall be in excess of and not contribute to any Subcontractor coverage.

8.8 To the fullest extent permitted by law, Subcontractor hereby waives its rights and its insurer(s)' rights of recovery against the Insured and their Agents under all the Required Insurance for any loss arising from or relating to this Subcontract. Subcontractor shall require its insurers to execute any waiver of subrogation endorsements that may be necessary to effect such waiver.

8.9 Subcontractor's policies shall not obligate Contractor to pay any portion of any Subcontractor deductible or self-insured retentions ("SIRs").

8.10 If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Subcontract. Subcontractor understands and agrees it shall maintain such coverage for a period of not less than 3 years following expiration, termination or cancellation of this Subcontract.

8.11 Subcontractor may use a combination of primary and excess insurance policies, which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.12 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured's provision with no insured versus insured exclusions or limitations.

8.13 Subcontractor shall maintain the following insurance coverage:

8.13.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Insured and their Agents as additional insureds, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.13.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01), naming the Insured and their Agents as additional insureds, with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subcontractor's use of autos pursuant to this Subcontract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.13.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Subcontractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Insured as the Alternate Employer, as applicable, and the endorsement form shall be modified to provide that the Insured and their Agents will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Subcontractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In addition, Subcontractor shall obtain a Waiver of Subrogation Endorsement from its insurers against the Insured and its Agents.
- 8.13.4 Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation, naming the Insured and their Agents as additional insureds, with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- 8.13.5 Directors and Officers insurance covering Subcontractor's liabilities as well as the personal liabilities of its directors and officers with limits of no less than \$1 million.
- 8.13.6 Crime Coverage: A fidelity bond or crime insurance policy with limits of not less than the total compensation paid pursuant to this Subcontract. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by Contractor to Subcontractor, and applies to all of Subcontractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The Insured and their Agents shall be named as additional insureds and Loss Payees as their interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.
- 8.13.7 Property Coverage: Subcontractor given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The Insured and their Agents shall be named as additional insureds and Loss Payees on Subcontractor's insurance as their interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.
- 8.14 Subcontractor may obtain additional insurance not required by this Subcontract.

9 ARTICLE 9 – NO AGENCY

Subcontractor is solely responsible for all activities supported by the subcontract funding, the content of any product created with the subcontract funds, and the manner in which any such product may be disseminated.

Nothing contained in this Subcontract creates, constitutes or to be construed as, a partnership, joint venture, or any other business arrangement or organization between Subcontractor and Contractor or the Prime Contractor.

10 ARTICLE 10 – NON-DISCRIMINATION

Subcontractor agrees to fully comply with and support all local, state and federal laws concerning non-discrimination and harassment.

11 ARTICLE 11—ACCOUNTING RECORDS AND PROGRAM

- 11.1 Subcontractor will account for all funds awarded under this Subcontract in accordance with the Generally Accepted Accounting Principles and will ensure such standards are consistently applied. If Subcontractor is a recipient of federal grants subject to OMB Circular A-133, it additionally will account for funds awarded under this Subcontract in accordance with federal cost principles and Office of Management and Budget circulars.
- 11.2 Subcontractor will maintain records to support charges identifiable to the Subcontract that are the subject matter of the funding awarded hereunder. As applicable, obligations, commitments, encumbrances, or expenditures must be made and completed within the period identified as the Term.
- 11.3 Subcontractor agrees that Contractor and the Prime Contractor, or its duly authorized representatives, will have access to, and the right to examine, any financial records, programmatic files, and other supporting documentation related to funds or subject matter of this Subcontract until the expiration of three (3) years after final payment is made under this Subcontract. Contractor and the Prime Contractor may examine such records during Subcontractor's regularly established business hours unless otherwise agreed to by Subcontractor.

12 ARTICLE 12 – AUDIT

- 12.1 Subcontractor agrees that all records pertaining to this Subcontract will be made available for review or audit by Contractor or by the Prime Contractor representatives.
- 12.2 If Subcontractor is subject to OMB Circular A-133 audit requirements, Subcontractor agrees to comply with the requirements of OMB Circular A-133. Subcontractor agrees to provide copies of any independent auditor's reports to Contractor that reports material instances of noncompliance with federal laws and regulations that bear directly on the performance or administration of this Subcontract. In cases of noncompliance, Subcontractor shall provide copies of the complete reporting package as described in section 310 of OMB Circular A-133. Subcontractor shall cooperate with Contractor and the Prime Contractor in resolving questions concerning the auditor's reports and plan for corrective action.

13 ARTICLE 13 – DEFAULTS, SUSPENSION, AND TERMINATION

- 13.1 All terms of this Subcontract are material. Any breach by Subcontractor of any of the terms or conditions of this Subcontract, or any failure by Subcontractor to comply with any of its obligations hereunder, shall constitute an event of default (a "Breach") by Subcontractor.
- 13.2 Upon learning of the occurrence of any Breach by Subcontractor, Contractor may notify Subcontractor in writing of such Breach. The date Subcontractor receives notification from Contractor, or its representative, of any given Breach shall be the "**Notification Date**" with regard to that Breach.

13.3 Subcontractor shall completely cure a Breach within ten (10) business days after the Notification Date.

13.3.1 If Subcontractor is unable to cure a Breach within ten (10) business days after the Notification Date, Subcontractor may submit in writing a "Corrective Action Report" to Contractor. The Corrective Action Report will include the actions it has taken at that time to cure the Breach, and the additional actions it will take to complete the cure of the Breach.

13.3.2 If Subcontractor (i) fails to cure a Breach within ten (10) business days following the Notification Date, and fails to submit a Corrective Action Report specified in Section 13.3.1 of this Subcontract, or (ii) Subcontractor fails to cure a Breach within twenty (20) business days following the Notification Date, Contractor may exercise such remedies as are set for in Section 13.3.3 herein.

13.3.3 If a Breach is not cured within the period set forth in Section 13.3.2, Contractor, at its sole discretion, may do any or all of the following:

13.3.3.1 Reduce the total amount of this Subcontract in an amount proportional to the work not completed;

13.3.3.2 Withhold reimbursement for this Subcontract until satisfactory completion of all activities to cure Breach;

13.3.3.3 Suspend Contractor's further obligations under this Subcontract; or

13.3.3.4 Terminate this Subcontract.

13.4 Either party to this Subcontract may terminate this Subcontract upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination.

14 ARTICLE 14 – ENTIRE AGREEMENT

This Subcontract supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof, and contains the sole and entire agreement between Subcontractor and Contractor. This Subcontract may be amended, supplemented or modified only by a written instrument executed by and behalf of each party hereto.

15 ARTICLE 15 – WAIVER

No waiver by any party of any term or condition of this Subcontract, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Subcontract on any future occasion. All remedies, either under this Subcontract or by law or otherwise afforded, will be cumulative and not alternative.

16 ARTICLE 16 – HEADINGS

The headings used in this Subcontract have been inserted for convenience of reference only and do not define or limit the provisions thereof.

17 ARTICLE – 17 SEVERABILITY

If any provision of this Subcontract is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Subcontract will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Subcontract will be construed

and enforced as if such illegal, invalid or unenforceable provision had never compromised a part hereof, (iii) the remaining provisions of this Subcontract will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom and iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Subcontract, a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

18 ARTICLE 18 – DISPUTES

Any controversy, dispute or claim arising out of, in connection with, or related to the interpretation, performance or breach of the subcontract shall be resolved in compliance with the mandatory notice and claim presentation procedures pursuant to Chapter 5 (commencing with Section 930) of Part 3 of Division 3.6 of Title 1 of the California Government Code.

19 ARTICLE 19 – NOTICES

All notices and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or mailed (certified or registered, postage prepaid, return receipt requested) to the parties at the addresses that follow. Such notification and communications will be deemed received when delivered if by personal delivery, or two (2) business days from the date of mailing (postmark date) when delivered by U.S. Postal Service.

CONTRACTOR:

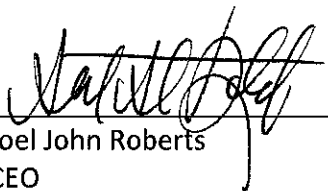
Joel Roberts
PATH
340 N Madison Ave.
Los Angeles, CA 90004

SUBCONTRACTOR:

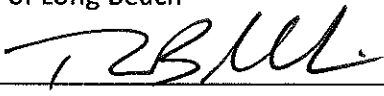
Attn: Teresa Chandler
Company: City of Long Beach
Address: 2525 Grand Ave.
Long Beach, CA 90815

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Subcontract as of the date and year set forth in the introductory paragraph of this Subcontract.

CONTRACTOR
PATH

By: 
Name: Joel John Roberts
Title: CEO
Address: 340 N Madison Ave.
Los Angeles, CA 90004

SUBCONTRACTOR
City of Long Beach

By: 
Name: Patrick H. West
Title: City Manager
Address: 2525 Grand Ave.
Long Beach, CA 90815
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
APPROVED AS TO FORM

17-HFG-230-09-City of Long Beach

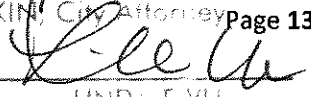
1/13, 2017
CHARLES PARKIN, City Attorney Page 13 of 18
By: 
LINDA T. VU
DEPUTY CITY ATTORNEY

Exhibit A
Prime Agreement

See attached United Way and PATH agreement

Exhibit B Subcontractor Services and Responsibilities

The services to be provided and outcomes achieved by Subcontractor are:

CORE SYSTEM PERFORMORANCE OUTCOMES

IDENTIFY: 28 individuals will be identified and newly assessed using the VI-SPDAT.

NAVIGATE: 45% of those identified will be assigned a housing navigator within 30 days.

SUPPORT: Bridge housing and other interim services will be provided within 7 days for those that request/require them.

HOUSE: Clients will be matched to available housing vacancies within 5 days and move-in within 150 days.

SUSTAIN: 92% of those housed through CES will still be stably housed after one year of placement.

ADDITIONAL GRANT OUTCOMES

BENEFITS: 90% of those that qualify, and have not been previously connected, will be enrolled into mainstream benefits.

REGIONAL HOUSING PLACEMENTS

SPA 7 – East LA

CHRONICALLY HOMELESS VETERANS	
Priority Score 3	3
Priority Score 2	1
Priority Score 1	0
<i>Subtotal Housed, CHV</i>	
	4
NON-CHRONICALLY HOMELESS VETERANS	
Priority Score 3	0
Priority Score 2	0
Priority Score 1	0
<i>Subtotal Housed, NCHV</i>	
	0
TOTAL VETERANS HOUSED	
	4
CHRONICALLY HOMELESS NON-VETERANS	
Priority Score 3	4
Priority Score 2	6
Priority Score 1	2
<i>Subtotal Housed, CHNV</i>	
	12
TOTAL CHRONIC HOUSED	
	16

TOTAL HOUSING PLACEMENTS 16

Exhibit B Continued
Subcontractor Services and Responsibilities

Program Reports:

In accordance with Article 6 of the agreement, Subcontractor's program reports will include, but not be limited to: i) demographic data for persons served or contacted, ii) program data and assessment information, iii) permanent supportive housing placement and retention data, iv) direct service hours, and v) narrative information on programmatic accomplishments, challenges, and outcomes.

Subcontractor's narrative reporting referenced in Section 6.2.2 is due to Contractor no later than January 8, 2017 for the three-month contract period of October 1, 2016-December 31, 2016;
April 8, 2017 for the three-month contract period of January 1, 2017 – March 31, 2017;
July 8, 2017 for the three-month contract period of April 1, 2017-June 30, 2017.

Subcontractor's data outcomes reporting referenced in Section 6.2.2 is due to Contractor no later than January 8, 2017 for the three-month contract period of October 1, 2016-December 31, 2016;
April 8, 2017 for the three-month contract period of January 1, 2017 – March 31, 2017;
July 8, 2017 for the three-month contract period of April 1, 2017-June 30, 2017.

Exhibit C Budget

PROVIDER: City of Long Beach PROGRAM: SPA 7 CES Home for Good CONTRACT#: 17-HFG-230-09-City of Long Beach <p style="text-align: center;">CONTRACT PERIOD: October 1, 2016- June 30, 2017</p>	
Program Component	UW Funds Total
Community Flex Funds	\$2,280
Client Flex Funds	\$13,920
Retention Services	\$4,000
Coordination Services	\$4,150
Indirect- Admin	\$2,858
Total	\$27,208

Payment Terms:

The Subcontractor will be compensated a Maximum Subcontract Amount of **\$27,208** in accordance with Article 5 of the agreement. SUBCONTRACTOR UNDERSTANDS THAT NO COMPENSATION WILL BE PAID WITHOUT QUARTERLY REPORTING OF SERVICES PROVIDED AND OUTCOMES ACHIEVED.

Invoice Schedule:

Quarter	Quarter Period	Invoice Schedule
One (2016)	October 1, 2016 - December 31, 2016	January 8, 2017
Two (2017)	January 1, 2017 - March 31, 2017	April 8, 2017
Three (2017)	April 1, 2017 - June 30, 2017	July 8, 2017

Appendix A
Subcontractor Certifications

This checklist is used to ensure that the undersigned Subcontractor to PATH has read and understands the terms and conditions of the Prime Agreement and Subcontract Services Agreement to which the Subcontractor desires to become a party. Each item set forth below must be initialed by the authorized representative of the Subcontractor and signed and dated by the Subcontractor as indicated on the last page of this checklist.

The person signing this checklist on behalf of the Subcontractor represents and warrants that he or she has the authority to do so and intends thereby to bind the Subcontractor.

1. I have reviewed the Prime Contract, which is designated as Exhibit "A".
2. I have read and understand the terms and conditions of the subcontract to which this Appendix is attached.
3. I have read and understand the Responsibilities of the Subcontractor, which are designated in Exhibit "B".
4. I have read and understand the Payment Terms of this subcontract, which are designated in Article 5 and Exhibit "C".
5. I understand that all work must be pre-authorized and that payment will only be made based on completion of all required reporting per Article 6.
6. I understand that the Prime Contractor can only make payment to Contractor.
7. I understand that accurate and organized invoices must be submitted to the Contractor by the dates outlined within the agreement and that inaccurate or incomplete invoices and reporting of outcomes will be returned to me.
8. I agree that numerous subcontractors and staff of the Contractor involved in the Prime Agreement results in this being a collaborative effort. Even though differences of opinion may occur from time to time, I agree that I will present a united team effort for the public.
9. I understand that the Prime Contractor at all times maintains control and direction over the scope of work performed under this subcontract; and that the Prime Contractor reserves the exclusive right to change or delete required tasks within the scope of work. Changes may be accomplished by written notification to the Contractor and/or by amendment to this subcontract, which shall be mutually agreeable to the Contractor and me.
10. I understand that I will be required to provide verification of all invoices which I submit and will cooperate with the Contractor to ensure that my accounting system and outcome measurements is sufficient to comply with any Prime Contractor audit or monitoring which is authorized in the Prime Contract.
11. I understand that my subcontract terminates on **June 30, 2017**, unless I have received written notification that the subcontract has been terminated earlier, and that all reporting requirements remain.

SUBCONTRACTOR
City of Long Beach

By: 

Date: 1/23/17

17-HFG-230-09-City of Long Beach

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

4/13 Page 18 of 18 / 7
CHARLES PARKIN, City Attorney

By: 
LINDA T. VU
DEPUTY CITY ATTORNEY