

34505

PATH

**STANDARD SUBCONTRACT AGREEMENT**

**Housing Navigation & Regional Coordination Services**

**2016CNGF132-City of Long Beach**

**An Initiative of the County of Los Angeles**

This Standard Subcontract for the:

**PATH SPA 7 RRH CES Project (Housing Navigation and Regional Coordination)**, made and entered into on the date set forth below, is between PATH ("Contractor") and The City of Long Beach ("Subcontractor").

**RECITALS**

- A. Under its response to a Request for Proposal and in accordance with its Contract with the Los Angeles Homeless Services Authority (LAHSA), Contractor has proposed to subcontract for certain services it will deliver to or for the benefit of the Primary Contract with LAHSA;
- B. Subcontractor has agreed to enter into an agreement with PATH, in its initiative to provide services for Housing Navigation and Regional Coordination (Individuals CES) services;
- C. Subcontractor certifies that it is qualified by reason of experience, preparation, organization, staffing and facilities to provide services under this Agreement and shall enhance the homeless supportive services system, program operation and administration in SPA 7 in within the County of Los Angeles;
- D. The PATH Primary Contract requires that subcontracted services be in writing and be subject to the provisions of the Prime Contract between PATH and LAHSA as stated in the Contract and the Agreement.

**AGREEMENT**

Now, therefore, in consideration of the foregoing recitals and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions. Definitions for this contract are set forth in the Primary Contract between PATH and LAHSA, which is herein incorporated into this agreement by reference.
2. Parties to the Agreement. The parties to this Agreement are:
  - A. Contractor, known as PATH (People Assisting The Homeless)., a 501(c)(3) organization incorporated under the laws of the State of California, having its principal office at 340 N Madison Ave, Los Angeles, CA 90004.
  - B. Subcontractor, known as City of Long Beach, an agency incorporated under the laws of the State of California, having its principal office at 2525 Grand Avenue, Long Beach, CA 90815
3. Term. The term of this subcontract is from October 1, 2016 through June 30, 2017. Subcontractor shall operate the Program as described in Attachment 1, Scope of Work during this period. Funding for any contract extensions will be based on the availability of funds, and upon the subcontractor's successful performance of all terms and conditions of this Agreement. Such an extension may be negotiated through a contract renewal and/or amendment process.

4. Services. The Subcontractor agrees to furnish to Contractor the services described in Attachment 1 – Scope of Work which is herein incorporated by reference.
5. Compensation. The Subcontractor will be paid for its services in accordance with the compensation described in Attachment 2 & 3—Financial Records & Compensation and Budget
  - a. Subcontractor understands that PATH has the discretion to withhold reimbursement or a portion thereof at the discretion of the PATH Executive Office or designee due to material noncompliance, including audit disallowances. Material noncompliance is the failure to timely complete a deliverable, failure to comply with contractual stipulations, and includes failure to make progress toward completion of a deliverable to an extent that timely completion becomes infeasible. Subcontractor agrees to be bound by these provisions and hereby authorizes Contractor to withhold from Subcontractor's payments the amount withheld from Contractor by LAHSA, which is applicable to Subcontractor's invoice. Contractor shall release any amount withheld from Subcontractor's payments within 14 business days of receipt of payment by Contractor from LAHSA of such withheld amount.
  - b. Contractor shall make its payments to Subcontractor within 14 business days of receiving its payment from LAHSA for its services invoiced.
  - c. PATH assumes no responsibility to pay for expenses not specifically enumerated in this Agreement. Further, Subcontractor understands that PATH makes no commitment to fund this project beyond the initial term of this Agreement.
  - d. PATH shall review Subcontractor's performance on a periodic basis. In the event PATH or LAHSA determines that Subcontractor is not meeting its contracted performance measures, PATH may unilaterally reduce the compensation set forth herein upon written notice to Subcontractor.
6. Funding or Funding Reduction. Subcontractor acknowledges that it has read this subcontract and agrees to be bound by its terms, and understands that PATH may require the Subcontractor to reduce or cancel Subcontractor's services under this subcontract. Subcontractor shall incur no expenditures or make any claim for payment under this contract, which has not been funded as provided in the contract with the Contractor and the Prime Contract with LAHSA.
7. Early Termination. Either party may terminate this subcontract without cause upon thirty days written notice to the other party, stating the specific date of termination. In such event, the Subcontractor shall take immediate steps to reduce the incurrence of additional costs. Subcontractor shall be entitled to payment for all services allowed under this subcontract, including non-cancelable obligations incurred prior to the date of the notice of termination, which are properly invoiced to Subcontractor and paid by PATH.

If Subcontractor terminates this subcontract, with or without cause, the Subcontractor shall furnish to Subcontractor within 10 working days after termination all documentation of deliverables and progress on work performed under this subcontract, whether finished or in preparation at the time to termination.

8. Cooperation/Coordination. Contractor is the party primarily responsible to LAHSA for performance of the Prime Contract and Subcontractor is responsible to Contractor for all of its services. Subcontractor will cooperate with Contractor and its other Subcontractors to ensure that the collaborative efforts required in the Prime Contract are coordinated and developed in a timely

manner. All matters involving the fulfillment of Subcontractor's obligations under this subcontract shall be directed to Contractor, and not to LAHSA, without Contractor's approval.

Contractor's designated contact person for all matters arising under this subcontract are Meredith Berkson, South County Programs Director and Jennifer Hark-Dietz, Chief Operating Officer and/or their designees.

9. Subcontractor's Warranties. Subcontractor represents and warrants that it has the personnel, expertise, equipment and materials, or will obtain the same, necessary to fulfill its obligations under this subcontract and that it shall perform its obligations promptly, consistently, efficiently, and accurately for the purposes set forth herein.
10. Independent Subcontractor. Subcontractor is an independent Subcontractor and not an employee or agent or Subcontractor for any purpose whatsoever. Subcontractor shall be responsible for achieving the standards established by Contractor under this subcontract; however, Contractor shall not control the manner, or prescribe the method, of accomplishing that portion of the Subcontractor's business to be performed by Subcontractor under this subcontract, and the general public shall be so informed. Subcontractor shall determine the method, details and means of performing its above-described services. In performing services under this subcontract, Subcontractor, except as otherwise provided herein, shall be responsible for paying all costs and expenses incidental to its performance of such services. Contractor is required by the Prime Contractor to monitor programmatic and financial performance and as such may prescribe guidance to Subcontractor's staff related to compliance with the contract and applicable ordinances and regulations. These activities shall not imply an employee/ employer relationship between any parties (LAHSA, Contractor, and Subcontractor).

Contractor shall have no authority with respect to the employment relationship between Subcontractor and Subcontractor's employees, and Subcontractor agrees to assume full responsibility for the payment and deduction of all state and federal taxes, and to comply with all regulations now or hereafter prescribed by legally constituted authority with respect thereto.

Subcontractor shall indemnify, save, and hold harmless, Contractor from any and all liability it may incur by Subcontractor's failure to comply with this section.

11. Assignment. Neither the subcontract nor any duties or obligations hereunder may be assigned by Subcontractor without the prior written consent of Contractor and the written approval of LAHSA.
12. Conflicts of Interest. Subcontractor stipulates that it has no conflicts of interest. Subcontractor will provide Contractor with Conflict of Interest Policies and Procedures upon execution of this subcontract.
13. Subcontractor Assurances. Subcontractor assures that it has the legal authority to apply for federal, state, and local funded assistance, as applicable, and the institutional, managerial and financial capability (including, if applicable, funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management and completion of the project described in this Agreement.
  - A. Subcontractor shall adopt a Code of Conduct designed to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational

conflict of interest, or personal gain as further set forth in Section 4.34 of the Appendix A - Primary Contract.

- B. To the fullest extent possible, it shall coordinate its service planning and activities with other LAHSA Contractors and PATH Subcontractors that target the same geographic service area so that funding provided under this Agreement is not used to duplicate services to the same beneficiaries.
- C. Contractor and Subcontractor's plans and policies affecting all other Subcontractors shall be equitable and beneficial to all such Subcontractors and the population they serve. Its service plans and policies shall be implemented equitably to benefit the populations targeted to receive services supported with funding provided under this Agreement.

14. Confidentiality. City, County, LAHSA, Contractor and Subcontractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, The County Welfare Department(s), The County IV-D Directors office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

Contractor and Subcontractor agree that:

- a) Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b) Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c) Each party, where appropriate, shall store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal or other means.
- d) Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witness destruction. Magnetic media are to be degaussed or returned to the other party.
- e) In no event shall said information be disclosed to any individual outside of any party's authorized staff, subcontractor(s), service providers or employees.

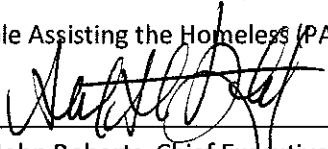
15. Notices. Any notice to be given hereunder by either party to the other may be effected either by personal deliver, in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five days after mailing.

16. Breach. Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.
17. Partial Invalidity. If any provision of this subcontract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
18. Governing Law. The Subcontract will be governed by and construed in accordance with the laws of the State of California. If any material provision of this Subcontract is in conflict with a material provision contained in the Prime Contract, the Prime Contract shall prevail.
19. Nondiscrimination Clause. During the performance of this subcontract, the Subcontractor (or any of its Subcontractors) shall not unlawfully discriminate against any employee or applicant because of race, religion, national origin or ancestry, or physical handicap, medical condition, marital status, age (over forty), gender or any other matter as listed in the Prime Contract, or in accordance with applicable laws. Subcontractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Subcontractor or any of its Subcontractors shall comply with the provisions of the Fair Employment Housing Act and the applicable regulations promulgated there under. Subcontractors shall include the foregoing non-discrimination compliance provisions of this paragraph in all subcontracts to perform work under this subcontract.
20. Maintenance of Financial Records. Subcontractor shall maintain all financial records relating to this subcontract for a period of five years after final payment under this subcontract and such records shall be available for inspection or audit at any reasonable time by Contractor or LAHSA. Subcontractor agrees to permit Contractor or LAHSA to have access to, examine or audit any pertinent books, documents, paper and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.
21. Indemnification of LAHSA and Contractor. Subcontractor agrees to indemnify, defend and save harmless LAHSA and Contractor and its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all Subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this subcontract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damages by Subcontractor in the performance of this subcontract.
22. Indemnification of Subcontractor. Contractor shall indemnify, defend and hold Subcontractor harmless, including Subcontractor's officers, agents and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages and deficiencies, including reasonable attorney fees, which Subcontractor incurs and which arise, result from or relate to Contractor's performance of its obligations under the Prime Contract.


23. Dispute Resolution. 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.
24. Entire Agreement. This subcontract supersedes any and all other agreements, either oral or in writing, between parties hereto with respect to the rendering of services by the Subcontractor to the Contractor pursuant to the Prime Contract and this subcontract contains all the covenants and agreements between the parties with respect to such services. Each party to this subcontract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promises not contained in this subcontract shall be valid or binding. Any modification to this subcontract will be effective only if it is in writing and signed by the party to be charged, other than actions taken by LAHSA, which have the effect of modifying this subcontract. A copy of the contract between LAHSA and PATH will be provided to Subcontractors. In the event this contract does not include a particular clause or requirement, Subcontractor is hereby notified that all provisions and clauses of the LAHSA Prime contract are passed through to the Subcontractor.
25. Ratification Clause. Due to the need for services to be provided on a continuous basis, subcontractor may have provided services prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, those services are hereby ratified.
26. Venue. The parties agree that in the event an action or arbitration is brought upon this subcontract, it shall be brought in a court of competent jurisdiction in Los Angeles, California.
27. Attachments. The following attachments incorporated by reference in this subcontract:
- Attachment 1- Scope of Work
  - Attachment 2- Financial Records and Compensation
  - Attachment 3- Budget
  - Appendix A- Prime Agreement
  - Appendix B- Additional Contract Compliance
  - Appendix C- Grievances
  - Appendix D- Subcontractor Certifications
  - Appendix E- List of Required Documents
  - Exhibit R- Insurance Requirements

28. This subcontract is dated October 01, 2016.

People Assisting the Homeless (PATH)



By:   
 Joel John Roberts, Chief Executive Officer  
 Address: 340 N. Madison Ave  
 Los Angeles, CA 90004

City of Long Beach

By:   
 Patrick H. West, City Manager Assistant City Manager  
 Address: 2525 Grand Avenue  
 Long Beach, CA 90815

EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.

APPROVED AS TO FORM

 1/13, 2017  
 CHARLES PARKIN, City Attorney Page 6 of 22  
 By:   
 LINDA T. VU  
 DEPUTY CITY ATTORNEY

**ATTACHMENT 1**  
**2016CNGF132-City of Long Beach**  
**SCOPE OF WORK**

Housing navigation is intended to provide the following assistance: Outreach and Engagement of homeless individuals; Case Management of homeless individuals in need of housing assistance; and Case Management of homeless individuals in need of housing assistance enrolled in Crisis and Bridge Housing. CES Housing Navigation for Individuals should fit seamlessly with the other CES Program components: Regional & Outreach Coordination, Rapid Re-Housing, and Crisis & Bridge Housing.

Coordinated Entry System (CES) is a participant centered process that streamlines access to the most appropriate housing interventions for adults experiencing homelessness. Coordinated Entry System for Individuals (CES for Individuals) benefit the community by increasing coordination among community providers, and providing systematic, efficient targeting of appropriate housing resources. The system ensures that permanent supportive housing resources are dedicated to our most vulnerable homeless residents, that those needing less intensive services are provided with services appropriate to meet their specific needs, and that all homeless adults are supported in their efforts to get off the streets and into housing as quickly as possible. Regional and coordinated access to housing and services ensures that adults experiencing homelessness do not have to go to multiple agencies to obtain housing and services assistance.

Client's served under these program must meet the eligibility criteria as outlined in Eligibility Screening documents and the Scope of Required Services (SRS) for the Housing Navigation and Regional Coordination components. These documents have been provided by LAHSA and are located at the following Internet Hyperlink:

- <http://www.lahsa.org/contracts>
- <https://documents.lahsa.org/programs/contracts/2016/2016-2017CESHousingNavigationforIndividuals&Youth-SRS.pdf>
  - CES 2016 Housing Navigation Scope of Required Services
- <https://documents.lahsa.org/programs/contracts/2016/ExhibitR-IndemnificationandInsuranceRequirements.pdf>
  - CES 2016 Regional & Outreach Coordination

Associated forms and documents to be used for participant files can be found here:

- <https://www.lahsa.org/ces/singles/documents>
- [https://www.dropbox.com/sh/1r0eykk0agvjhth/AAAi\\_sej7dqmo-9CaV6Ug5BPpa?dl=0](https://www.dropbox.com/sh/1r0eykk0agvjhth/AAAi_sej7dqmo-9CaV6Ug5BPpa?dl=0)
  - CES Housing Navigation Participant Eligibility Screening Form
  - CES 90-Day Recertification Form
  - CES Exit Summary
  - CES Housing Stability Plan
  - CES Monthly Update
  - Housing Habitability Check-List
  - CES 3<sup>rd</sup> Party Income Verification
  - CES Asset Calculation Worksheet
  - CES Household Composition and Income Eligibility Form
  - CES Self Declaration of Income
  - Optional Forms

Failure to adhere to the Program Overview, Scope of Require Services, and Eligibility criteria may result in notice of program non-compliance, disallowed costs, reduction in funding up to and including termination of the contract.

**ATTACHMENT 1**  
**2016CNGF132-City of Long Beach**  
**SCOPE OF WORK**  
**CONTINUED**

**The services to be provided by Subcontractor are as follows:**

- Provide regional coordination of LCA 4 which covers:
  - Hawaiian Gardens, Lakewood, Signal Hill, and Unincorporated areas
- Engage 30 new individuals, and provide housing placement for 13 homeless individuals over the grant term
  - 7 Chronically Homeless Individuals
  - 5 Chronically Homeless Veterans
  - 1 Non-chronic Homeless Veterans
- Provide Housing Navigation to individuals referred by Bell Shelter crisis and bridge beds.
- A dedicated outreach worker to regularly canvass the region and provide street outreach to individuals experiencing homelessness. Outreach Full Time Employee (FTE) will canvas:
  - Signal Hill 4/ month, and as requested
  - Lakewood 8/ month, and as requested
  - Hawaiian Gardens 8/ month, and as requested
  - County Unincorporated 4/ month, and as requested
- Co-facilitate quarterly meeting with representatives of cities in the LCA
- Assist cities in their LCA in addressing homelessness by providing trainings, convening meeting, and ensuring availability for meetings as requested
- Attend monthly case conferencing meetings
- Engage dedicated outreach staff to regularly canvass the region and provide street outreach to individuals experiencing homelessness
- Case management and linkages to services including but not limited to mental health, primary care, substance abuse, legal, mainstream benefits, etc.
- Housing navigation and placement in interim and permanent housing
- Ongoing supportive services to those places in permanent housing
- Local community mobilization including providing presentations as requested, attending City Council meetings as necessary, and generally educating the community about homelessness and Coordinated Entry System
- Respond to Hotline calls within 72 business hours of request and provide update to PATH
- Provide monthly data reports and invoices
  - Permanent Housing Placement Report is due by the 7<sup>th</sup> of the subsequent month to PATH
  - Data Initiative and narrative reports are due by the 3<sup>rd</sup> Monday of each month



**ATTACHMENT 1**  
**2016CNGF132-City of Long Beach**  
**SCOPE OF WORK**  
**CONTINUED**

**2016-2017 Performance Targets and Benchmarks (Passed Through from LAHSA to PATH)**

*Performance Outcome Targets for Regional Coordination (Individuals CES)*

- 16 regional case conferencing session will be facilitated/attended by regional coordinator(s)
- 288 individuals assessed
- 50 homeless individuals move into permanent housing through Rapid Re-housing
- 320 homeless individuals move into permanent supportive housing
- 350 homeless individuals move into other permanent housing
- 285 homeless individuals successfully move into Crisis Housing, including Bridge Housing

*Performance Outcome Targets for Housing Navigation, Outreach, Case Management (Individuals CES)*

- 146 homeless adult individuals successfully move into safe and stable housing
- 95% data quality in HMIS

**ATTACHMENT 2**  
**2016CNGF132-City of Long Beach**  
**FINANCIAL RECORDS & COMPENSATION**

The Subcontractor should have in place accounting and finance management policies and procedures to ensure proper stewardship of funds through effective internal controls and accounting systems. At a minimum, the Subcontractor must abide by the LAHSA Contractor Accounting Handbook that can be found at the following Hyperlink: <http://documents.lahsa.org/programs/contracts/2014/LAHSA-ContractorsAccounting-Handbook.pdf>

Financial policies and procedures should also reference Title 2 CFR 200 of the Code of Federal Regulations that details the administrative requirements, cost principles and audit requirements for grants and agreements. Hyperlink: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

Failure to adhere to the minimum standards of Financial Management may result in possible reduction in funding, disallowed costs, or sanctions up to an including termination of the contract.

**The Subcontractor will be compensated as follows:**

The total award for the period October 1, 2016 and June 30, 2017 is **\$35,455.00** and shall not exceed the amounts as detailed in Attachment 3. Subcontractor is to be paid on a cost reimbursements basis and which is to be billed to PATH monthly by no later than the 7<sup>th</sup> of each month following the period the costs were expended. Subcontractor will be provided a billing template along with instructions. Failure to submit the invoices in a timely manner or to cause delay due to insufficient documentation may result in delayed payments by PATH and/ or LAHSA.

**PAYMENT**

Subcontractor understands that no compensation will be paid without the monthly invoice and the requested supporting documentation as determined by PATH and/or LAHSA. A list of required supporting documentation will be provided in a separate communication. PATH may at any time request the subcontractor provide additional documentation of services provided or expenditures incurred to substantiate billings.

All monthly invoices should be signed by persons authorized to sign invoices on behalf of the organization in accordance with their policies and procedures and to be submitted to PATH Finance Department by emailing a copy to:

Tzenni Bah Garcia [tzennig@epath.org](mailto:tzennig@epath.org)

Also a hard copy should be mailed to:

**PATH Grant Accounting Department – 340 N Madison Ave., Los Angeles CA 90004**

**ADVANCE**

Upon execution of the Prime Contract between LAHSA and Contractor and provided that the subcontract between Contractor and Subcontractor is signed and executed, the Subcontractor may submit an Advance Request of two months of the total award. One month of the advance will be recaptured monthly on invoices submitted to Contractor and will then be re-advanced if sufficient expenses have been requested for reimbursement to justify the continual advance of two months of funding. If the Subcontractor is not incurring sufficient costs to justify the advance, the amount will be adjusted and any excess advance recaptured. PATH will assess the status of the subcontractors advance quarterly in order to ensure that there are no excess funds being held or that the subcontractor has sufficient funds to carry out the program.

Subcontractor's failure to perform in accordance with the terms of this Agreement shall result in Subcontractor returning all unearned advances to PATH.

If any interest is earned on advances under this Agreement, it is to be regarded as Program income, must be identified on the monthly invoice, and must be returned to PATH quarterly by separate check made payable to PATH.

**ATTACHMENT 3**  
**2016CNGF132-City of Long Beach**  
**BUDGET**

Costs for the expenses incurred on the project must conform to the limitations of allowable costs in accordance with the Scope of Required Services for the CES Housing Navigation program, LAHSA's Contractor's Accounting Handbook and Title 2 CFR 200 Subpart E – Cost Principles. Internet hyperlinks can be found in Attachment 2.

**BUDGET MODIFICATIONS**

Subcontractor shall be allowed to submit one request for a Project Budget modification during the contract term. Any and all modifications requested by subcontractor must be submitted to PATH in writing at least sixty (60) days prior to the end of the Contract term. Additional modification requests may be approved at PATH's sole discretion. Further, PATH may, at its discretion, initiate or authorize a budget modification at any time during the term of this Agreement. PATH will make every effort to work with subcontractor in modifying the budget only in a way that will not affect the outcomes of the performance targets outlined in Attachment 1 – Scope of Work. No more than 10% of an activity's budget will be allowed to move between other budget activities during the term of the contract.

**SOURCE OF FUNDS**

The services provided under this Agreement are funded with General Funds from the County Los Angeles and State Emergency Solutions Grant funds through LAHSA.

**SUBCONTRACTOR BUDGET**

<b>PROVIDER: City of Long Beach</b>					
<b>PROGRAM: SPA 7 CES RRH- Housing Navigation and Regional Coordination</b>					
<b>CONTRACT#: 2016CNGF132-City of Long Beach</b>					
<b>CONTRACT PERIOD: October 1, 2016- June 30, 2017</b>					
<b>Program Component</b>	<b>State ESG</b>	<b>County GF</b>	<b>County HI E6</b>	<b>County HI E8</b>	<b>TOTAL BUDGET</b>
Regional Coordination- Provider Coordination, Partnership Management		\$12,395			\$12,395
Regional Coordination- Outreach Coordination			\$3,890		\$3,890
Housing Navigation- Outreach Services	\$4,700		\$3,400	\$1,485	\$9,585
Housing Navigation	\$4,700		\$3,400	\$1,485	\$9,585
<b>TOTALS</b>					<b>\$35,455</b>

**APPENDIX A**  
**Primary Contract between PATH and LAHSA**  
**2016CNGF132**  
**PATH SPA 7 CES Rapid Rehousing**

**Intentionally Left Blank (See Attachment)**

## APPENDIX B

### 2016CNGF132-City of Long Beach ADDITIONAL CONTRACT COMPLIANCE

The following is incorporated through the primary Contract with LAHSA:

#### **INVENTORY AND POINT-IN-TIME TRAINING AND DATA REQUESTS**

Subcontractor agrees to be knowledgeable about the Housing Inventory, Point-In-Time Count and Homeless Count needs of LAHSA and the Continuum's need to comply with HUD requirements.

In order to ensure that data is available for continuum-wide reporting, Subcontractor agrees to promptly respond to any and all data requests by LAHSA. To the extent possible, LAHSA agrees it will utilize information from HMIS. Subcontractor agrees to ensure HMIS data sets comply with HMIS data needs.

Requests by LAHSA may include, but are not limited to, Housing Inventory requests, Point-In- Time Count requests and Homeless Count requests. HUD requires information on all programs serving homeless regardless of the funding source.

**DOCUMENTATION:** Subcontractor shall maintain the following documentation that supports all costs being allocated to PATH. Said documentation shall be reviewed during financial monitoring. Subcontractor does not need to submit these documents along with its monthly invoice unless specifically requested:

- I. Records documenting procurement of goods or services;
- II. Contracts and invoices for goods and services;
- III. Lease or rental agreements;
- IV. Invoices;
- V. Billing Statements;
- VI. Cancelled checks;
- VII. Time cards signed by employees and supervisor;
- VIII. Payroll registers;
- IX. Payroll tax records;
- X. Bank statements; and
- XI. Bank reconciliations.

Subcontractor shall maintain personnel files that indicate or verify through personnel documentation that management has approved or authorized new hires, raises, transfers, and the allocation of an employee's time to be charged to various funding sources. Said documentation shall be reviewed during financial monitoring. Subcontractor does not need to submit these personnel documents along with its monthly invoice.

Subcontractor must comply with procurement standards as detailed in the Prime Contract. Several of the provisions in the Prime Contract include LAHSA mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law. Procurement shall be conducted in a manner that provides full and open competition. Subcontractor shall perform a cost or price analysis in connection with every procurement.

In accordance with the Prime Contract, PATH will monitor program and financial management performance through onsite and desk reviews. PATH will provide advance notice of visits and but may schedule unannounced visits as deemed necessary to ensure proper program operations at PATH's discretion. Subcontractor is to make all relevant program and related documentation available for inspection upon request.

PATH will issue monitoring and program assessment reports to Subcontractors identifying any deficiencies and/or contract non-compliance and detail any corrective actions required to ensure targets are achieved and that Subcontractor is adhering to contract requirements. Subcontractors must respond within fourteen (14) business days from the receipt of such reports and address any potential findings and/or concerns with corrective action plans to the satisfaction and requirements of PATH and/or LAHSA. Failure to respond to any and all reports as requested may result in contract non-compliance and potential sanctions up to and including termination of the contract.

**ADDITIONAL CONTRACT COMPLIANCE REQUIREMENTS:** Additional requirements are listed in the Appendix A - Prime Contract and can be found online for County General funds contracts passed through by LAHSA at: <http://www.lahsa.org/contracts>. County and City of Los Angeles General Funds

Subcontractor will comply with all applicable additional provisions detailed in Section V of the Prime Contract, including, but not limited to the following:

**COUNTY LOBBYIST ORDINANCE:** Subcontractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Chapter 2.160.010 retained by Contractor, shall fully comply with the requirements as set forth in said County Code

**AMERICANS WITH DISABILITIES ACT:** Subcontractor hereby certifies, by signing the contract that it will comply with the Americans with Disabilities Act, 42 USC §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA"), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973(Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards ("UFAS"), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 ("FHA") and all implementing regulations. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab. Act, the UFAS and the FHA and all subsequent amendments. This includes accommodations for disabled clients with mental impairments or those accompanied by designated service animals. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section.

- i. Subcontractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40;
- ii. Subcontractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law;
- iii. Subcontractor understands that PATH and LAHSA is relying upon these certifications and representations as a condition to funding this Agreement;
- iv. Subcontractor, must execute a certificate in the form attached hereto.

**EQUAL BENEFITS ORDINANCE:** On March 21, 2001, LAHSA Board of Commissioners adopted the City of Los Angeles Equal Benefits Ordinance (“EBO”) as its own policy, and required that each Contractor comply with the EBO unless otherwise exempted in accordance with the provisions of the EBO, Section 10.8.2.1 of the Los Angeles Administrative Code. It is LAHSA’s policy that this Agreement is subject to the provisions of the EBO, as amended from time to time. Subcontractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment: “During the performance of the Agreement, Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ EBO may be obtained from the Department of Public Works, Bureau of the Contract Administrator, Office of Contract Compliance Section at (213) 847-2631”.

The following applicable Forms and Exhibits referenced in the Prime Contract can be found online at <http://www.lahsa.org/contracts> :

- [Incident Report Form](#) PDF
- [Monthly Complaint Log](#) PDF
- [Notice of Prohibition Against Retaliation](#) PDF
- [Exhibit R - Insurance Requirements](#) PDF
- [Exhibit U - LAHSA Programs Grievance Resolution Appeal Form](#) PDF
- [Exhibit V - Participant Eligibility Guide - Part 1](#) PDF
- [Exhibit V - Participant Eligibility Guide - Part 2](#) PDF
- [Exhibit W - LAHSA Minimum Program Standards](#) PDF
- [Exhibit X - LAHSA Contractor's Accounting Handbook](#) PDF
- [Exhibit Y - LAHSA Small/Informal Bids Form](#) PDF
- [Exhibit Z - Internal Revenue Service No. 1015](#) PDF
- [Exhibit AA - Safely Surrendered Baby Law](#)
  - [English version](#) PDF
  - [Spanish version](#) PDF
- [Exhibit BB - Standardized Tuberculosis \(“TB”\) Guidelines](#) PDF



## APPENDIX C

### 2016CNGF132-City of Long Beach PARTICIPANT TERMINATION AND GRIEVANCES POLICIES AND PROCEDURES As Passed through form the Prime Contract with PATH

#### A. Participant Termination Policies and Procedures

1. Subcontractor must maintain a written set of Termination Policies and Procedures.
2. If a program participant violates program requirements, the Subcontractor may terminate that participant pursuant to its Termination Policies and Procedures. Subcontractor must exercise judgment and examine all extenuating circumstances in determining when violations of a Program participant warrant termination, so that a Program participant's assistance is terminated only in the most severe cases.
3. Subcontractor's termination policy and procedures must include, at a minimum, the following:
  - I. Subcontractor must provide the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance.
  - II. Subcontractor must provide a program participant with a written Termination Notice, when terminating that participant from the Program. The Termination Notice must contain a clear statement of the reason(s) for the termination.
  - III. Subcontractor must have a procedure through which the program participant may request a review of the termination. The review must give the Program participant the opportunity to present written and/or oral objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision.
  - IV. After the review, Subcontractor must provide the Program participant with a prompt written Final Decision. In no event shall the written Final Decision take longer than 5 calendar days. The Final Decision should contain a clear statement of the outcome of the review.
  - V. Termination of a Program participant does not bar the Subcontractor from providing further assistance at a later date to the same individual or family previously terminated from the Program.

#### B. Grievance Policies and Procedures

1. Subcontractor must maintain a written set of policies and procedures for the resolution or disposition of all grievances made by a Subcontractor staff member against Subcontractor or by Program participants against Subcontractor or a Subcontractor's staff member. A copy of such policies and procedures is to be submitted to PATH and incorporated in the subcontract. These policies and procedures must be clearly marked and made available to Subcontractor's staff and all Program participants. A copy of Subcontractor's Grievance Policies and Procedures must be prominently displayed in common areas in the facility.
2. Subcontractor's Grievance Policies and Procedures must include, but are not limited to, the following:
  - I. The name and title of the individual designated by Subcontractor to handle all grievances. Subcontractor must clearly indicate how this individual can be contacted. Subcontractor must also

name an alternate individual responsible for handling grievances, in the event that the designated individual is unavailable or is the subject of the grievance.

- II. A procedure for the resolution or disposition of all grievances within 72 hours of a grievance having been made. This procedure shall include the gathering of facts, including a statement from the grievant and/or other participants and staff, and issuance of a written decision in response to the grievance.
  - III. The identification of a confidential area where grievances may be heard. To the extent possible and when appropriate, Subcontractor shall engage in face-to-face communications with the grievant.
  - IV. A centralized and organized system of documenting grievances. The documentation must contain a copy or description of the grievance and the written resolution or disposition of said grievance. Said documentation must be retained in a central dispute or grievance file, which must be made available to PATH, along with grievant's Program file, immediately upon PATH's request. Subcontractor's failure to provide such documentation within five (5) business days may result in a material breach of this Agreement.
  - V. A procedure indicating that if Subcontractor's designated or alternate individual is unable to resolve a grievance, the grievant can request that Subcontractor's management meet with grievant, and review the grievance and related documentation in order to resolve the grievance.
3. Subcontractor must provide grievant with a written decision in response to the grievance. Concurrently, the Subcontractor must do all of the following:
- i. Explain grievant's right to a review of the written decision through a mediation or dispute resolution service;
  - ii. Assist grievant with a referral to mediation or dispute resolution service, as set forth in subsection 4, below;
  - iii. Explain grievant's right to a due process appeal from PATH; and
  - iv. Provide a copy of the LAHSA Grievance Resolution Appeal Form, which can be found here: <http://documents.lahsa.org/programs/contracts/2015/GrievanceAppealForm.pdf> and assist grievant in filing that appeal, as set forth in subsection 5, below.
4. Dispute Resolution If the grievant requests that his/her grievance be referred to mediation/dispute resolution, Subcontractor must make such referral, schedule a mutually acceptable date and time for all parties to meet, and must fully participate in the mediation/dispute resolution process.

Grievant may elect to use the following "cost free" resolution service:

**Office of the Los Angeles City Attorney**  
**City Hall**  
**200 North Spring Street, 14th Floor**  
**Los Angeles, California 90012**  
**Telephone: (213) 978-1880**  
**Fax: (213) 978-1312**  
**Email: [mediate@lacity.org](mailto:mediate@lacity.org)**

5. PATH Due Process Appeal
- i. If the grievant believes that the agency has not followed their established Grievance Policies and Procedures in hearing and attempting to resolve the grievance, grievant may choose to file a due process appeal with PATH. The purpose of the PATH appeal will be for PATH to determine

whether Subcontractor has provided due process by following the procedures within its own grievance policy.

- ii. If the grievant chooses to file a due process appeal with PATH Subcontractor must assist the grievant in completing LAHSA Grievance Resolution Appeal Form, which is located at the following Internet hyperlink  
<http://documents.lahsa.org/programs/contracts/2015/GrievanceAppealForm.pdf>. Subcontractor shall then process the appeal form within 48 hours of giving grievant the written decision in response to the grievance.
- iii. Subcontractor shall process the appeal form in one of the following manners of grievant's choosing:
  - a. Subcontractor may supply grievant with a stamped envelope addressed to PATH at the address listed in subsection c., below, or,
  - b. Subcontractor may fax the form directly to PATH using the fax number indicated in subsection c., below. Subcontractor shall provide grievant the printed confirmation sheet indicating that the fax was successful.
  - c. All completed PATH Grievance Resolution Appeal Forms must be submitted to the following contact person:

Director of Program Development and  
Quality Assurance  
PATH  
340 N Madison Ave  
Los Angeles, California 90004  
[lakeishiac@epath.org](mailto:lakeishiac@epath.org)

## APPENDIX D

### 2016CNGF132-City of Long Beach SUBSUBCONTRACTOR CERTIFICATIONS

This checklist is used to insure that the undersigned Subcontractor to PATH has read and understands the terms and conditions of the PATH contract 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 Scope of Work for the PATH subcontract and the Primary Contract between LAHSA and PATH which is designated as Appendix A.
2. I have read and understand the terms and conditions of the subcontract to which this Appendix is attached; and have read and understand the terms and conditions of Appendix A and each of its exhibits.
3. I understand that all work must be reported and that payment will only be made based on completion of all required and scope of work per Attachments 1 and 2.
4. I understand that PATH will only make payment to the Subcontractor.
5. I understand that accurate and organized invoices must be submitted to the Contractor and that inaccurate or incomplete invoices and reporting of outcomes will be returned to the Subcontractor.
6. I agree that there are numerous Subcontractors and staff of the Contractor involved in the PATH contract 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.
7. I understand that PATH at all times maintains control and direction over the scope of work performed under this subcontract; and that PATH reserves the exclusive right to change or delete required tasks within the scope of work. Changes may be accomplished by written notification to the Subcontractor and/or by amendment to this subcontract, which shall be mutually agreeable to the Subcontractor and me.
8. I understand that I will be required to provide verification of all invoices which I submit and will cooperate with the Subcontractor to ensure that my accounting system and outcome measurements is sufficient to comply with the PATH audit which is authorized in the Prime Contract.
9. I understand that my subcontract is based upon the availability of funds, administrative decisions affecting the direction of PATH, the need for Subcontractor services, and my performance.
10. I understand that the subcontract expires on June 30, 2017, unless I have received written notification that the subcontract has been terminated earlier.

By: 

Date: 1/23/17

Assistant City Manager  
2016CNGF132-City of Long Beach  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

For: City of Long Beach

APPROVED AS TO FORM

1/13, 2017  
CHARLES PARKIN, City Attorney Page 20 of 22

By:   
LINDA T. VU  
DEPUTY CITY ATTORNEY

## **APPENDIX E**

### **2016CITYGF-CITY OF LONG BEACH LIST OF REQUIRED DOCUMENTS**

#### **THESE DOCUMENTS ARE TO BE SUBMITTED WITH THE RETURN OF THE SIGNED SUBCONTRACT**

1. Conflict of Interest Policies and Procedures
2. Grievance Resolution Policies and Procedures (Policy and Procedures must align with LAHSA policy)
3. Insurance Certificates as listed in Exhibit S attached from Prime Contract
4. Executive Director's/ CEO's designation of persons authorized to sign invoices on behalf of the organization (should be a letter on the Company's letter head addressed to PATH's CEO)

#### **DURING CONTRACT PERFORMANCE**

During the performance of the subcontract, the Contractor may request additional organizational documentation if required by PATH or LAHSA to complete the scope of programmatic and fiscal monitoring.

Documents may include but are not limited to

1. All Financial Records
2. Personnel Records of employees paid with funds through this contract
3. Board Minutes
4. Program participant files
5. Documents that may affect the organization's going concern (lawsuits, liens, and covenants)

**EXHIBIT S**  
**2016CNGF132-City of Long Beach**  
**INSURANCE REQUIREMENTS**

**As passed through from the Prime Contract with PATH:**

**Intentionally Left Blank (See Attachment)**

Please include PATH 340 N Madison Ave., Los Angeles CA 90004 as additional insured, with the contract number notated on the certificate