

**SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES
AND SERVICES**

This SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES (“Subcontract”) is made and entered into effective the 1st day of July, 2022, by and between the SOUTH BAY CENTER FOR COUNSELING, a California corporation (hereafter “CONTRACTOR”), located at 540 N. Marine Ave., Wilmington, CA 90744, and the City of Carson, a California municipal corporation (hereafter “SUBCONTRACTOR”), located at 701 E. Carson St., Carson, CA 90745. Contractor and Subcontractor are sometimes referred to herein, individually or collectively, as “Party” or “Parties.”

RECITALS

A. The County of Los Angeles (hereafter “COUNTY”), awarded CONTRACTOR a Contract for prevention and aftercare services (“Prime Contract”). The Prime Contract was entered into March 1, 2021, for an initial 16-month term with four COUNTY options to extend the term for up to three additional one-year periods and one 6-month period from July 1, 2022 through December 31, 2025.

B. In order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform prevention and aftercare program activities and services.

C. CONTRACTOR did engage SUBCONTRACTOR for this purpose and said parties entered into a subcontract on March 1, 2021, which carried an initial 16-month term and included three one-year options of CONTRACTOR to extend the term of said subcontract (the “2021 Subcontract”). However, the 2021 Subcontract should have also included a fourth, 6-month option to extend such that the term of the 2021 Subcontract, inclusive of all option periods, would be co-extensive with the term of the Prime Contract, inclusive of all option periods. The initial term of the 2021 Subcontract is set to expire on June 30, 2022, and in order to address the aforementioned discrepancy, CONTRACTOR and SUBCONTRACTOR intend to enter into this new Subcontract in lieu of CONTRACTOR exercising an option to extend the term of the 2021 Subcontract.

D. SUBCONTRACTOR desires to perform such work, in accordance with the Terms and Conditions of this Subcontract.

E. The Parties desire to formalize the selection of SUBCONTRACTOR for performance of those services defined and described particularly in Section 3.3 of this Subcontract and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provision of this Subcontract, this Subcontract is a Subcontract under the terms of the Prime Contract with the COUNTY and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the COUNTY.

1.1 The Prime Contract is attached as Exhibit "A" to this Subcontract.

2.0 TERM OF SUBCONTRACT

The term of this Subcontract shall commence on July 1, 2022 and shall expire on June 30, 2023 ("Term"), unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract. CONTRACTOR has the option to extend the term of this Subcontract thereafter for up to two (2) additional one (1) year periods and one (1) additional six (6)-month period, or as otherwise authorized by the Prime Contract.

3.0 PAYMENT

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed FIFTY-SEVEN THOUSAND DOLLARS (\$57,000.00) ("Contract Sum") for the Term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract.

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice. At least seventy-five percent (75%) of the Contract Sum shall be expended by March 30, 2023. Should seventy-five percent (75%) of the Contract Sum not be expended by March 30, 2023, SUBCONTRACTOR shall submit in writing a Program Plan, which includes an activity timeline and projected expenditures, to CONTRACTOR to be approved by the Program Director. If the Program Plan is not approved, remaining contract funds will be subject to reallocation.

3.3 SUBCONTRACTOR shall provide the following activities and services:

Family Coaching and Social Connection groups.

3.4 SUBCONTRACTOR does not warrant that it has specialized training or experience under which it performs the services of this Subcontract.

3.5 Payment to SUBCONTRACTOR will be:

3.5.1 Line Item Service Rate: The line item service rate is based on SUBCONTRACTOR's budgeted cost for performing the activity/service, which is submitted to CONTRACTOR at the beginning of the Term. SUBCONTRACTOR's costs includes but is not limited to staff's salary, supplies, and mileage.

Type of Service: Family Coaching and Social Connection groups

- 3.6 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the Term of this Subcontract.
- 3.7 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officers, employees and agents, for any compensation or cost related to this Subcontract.
- 3.8 CONTRACTOR shall hold final contract payment until such time that all required reports, evaluation surveys, evaluation forms, and invoices with supporting documentation are submitted and approved.
- 3.9 CONTRACTOR reserves the right to redistribute the unspent portion of the Contract Sum before the Subcontract expiration date, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per statement of work. The statement of work is drafted by SUBCONTRACTOR and describes with particularity the types of services to be performed by SUBCONTRACTOR.

4.0 THIRD PARTY BENEFICIARY

- 4.1 The Parties understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third party beneficiary of this Subcontract.
- 4.2 Notwithstanding any other provision of this Subcontract, COUNTY does not intend for SUBCONTRACTOR to acquire any rights as a third party beneficiary of the Prime Contract.

5.0 INSURANCE

- 5.1 During the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the programs of insurance in Section 5.2. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. COUNTY will be endorsed and named as an additional insured on SUBCONTRACTOR's liability insurance, except for Sections 5.2.5 and 5.2.6 below.

Certificates or other evidence of coverage shall be delivered to CONTRACTOR and to:

Sabrina Silva
Program Director
South Bay Center for Counseling
540 N. Marine Ave.
Wilmington, CA 90744

And to:

DCFC Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020

prior to commencing under this Subcontract, shall specifically identify this Subcontract, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

- 5.2 Such insurance shall be endorsed naming COUNTY as an additional insured, except for Sections 5.2.5 and 5.2.6 below:
- 5.2.1 General Liability insurance written on a commercial general liability form covering the hazards of premises/operations, contractual independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.
 - 5.2.2 Comprehensive auto liability endorsed for all owned, non-owned and hired vehicles with a combined single limit of no less one million dollars (\$1,000,000) per occurrence.
 - 5.2.3 Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with one million dollars (\$1,000,000) limit, covering all persons who provide services for CONTRACTOR.
 - 5.2.4 Insurance covering liability arising from any error, omission, negligent or wrongful act of SUBCONTRACTOR, its officers, or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Subcontract.
 - 5.2.5 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) 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.
 - 5.2.6 Cyber liability insurance coverage with limits of not less than two million dollars (\$2,000,000) per occurrence in the aggregate during the term of the Subcontract, including coverage for network security liability, privacy liability, privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy

breach expense reimbursement; system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Coverage limits may be decreased only with the written approval of COUNTY's program manager based upon the maximum number of sensitive records (e.g., Social Security Number, Date of Birth, Name, Credit Card Information, etc.) collected, maintained or transmitted, per client, by each Subcontractor during each contract year.

5.3 Notwithstanding any other provisions of this Subcontract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Subcontract and CONTRACTOR may immediately terminate or suspend this Subcontract as a result thereof.

6.0 TERMINATION

SUBCONTRACTOR reserves the right to terminate this Subcontract at any time, with or without cause, upon thirty (30) days' written notice to CONTRACTOR, except that where termination is due to the fault of CONTRACTOR, the period of notice may be such shorter time as may be determined by SUBCONTRACTOR. In addition, CONTRACTOR reserves the right to terminate this Subcontract at any time, with or without cause, upon thirty (30) days' written notice to SUBCONTRACTOR, except that where termination is due to the fault of SUBCONTRACTOR, the period of notice may be such shorter time as CONTRACTOR may determine. Upon receipt of any notice of termination, SUBCONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by CONTRACTOR. SUBCONTRACTOR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by CONTRACTOR.

7.0 FORCE MAJEURE

Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Subcontract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts, freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party.

8.0 MISCELLANEOUS

8.1 Severability. In the event that part of this Subcontract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Subcontract, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Subcontract meaningless.

- 8.2 Attorney's Fees. If either Party to this Subcontract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Subcontract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- 8.3 Corporate Authority. The persons executing this Subcontract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Subcontract on behalf of said Party, (iii) by so executing this Subcontract, such party is formally bound to the provisions of this Subcontract, and (iv) the entering into this Subcontract does not violate any provision of any other agreement to which said Party is bound.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract on the date(s) and year(s) set forth below, with express intent that this Subcontract shall be effective as of July 1, 2022.

SUBCONTRACTOR:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____

Tax Identification Number: _____

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

CONTRACTOR:

SOUTH BAY CENTER FOR COUNSELING, a
California corporation

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	
<input type="checkbox"/> <input type="checkbox"/> GENERAL	
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
_____	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	

_____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

PRIME CONTRACT

[To be attached]