

SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT (the "Agreement"), is made and entered into on this 1st day of July, 2021, by and between the CITY OF CARSON, a California municipal corporation (the "City"), and SOUTH BAY FAMILY HEALTH CARE, a California non-profit corporation ("Subrecipient")(individually referred to herein as "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which funding agreements provide Community Development Block Grant funds ("CDBG Funds") to the City pursuant to the Federal Housing and Community Development Act of 1974, codified at 42 U.S.C. Section 5301 *et seq.*, as amended from time to time (the "Act"), and the regulations promulgated thereunder, codified at 24 Code of Federal Regulations Section 570 *et seq.* (the "Regulations"); and

WHEREAS, the Act provides that the City may grant CDBG Funds to nonprofit organizations for certain purposes allowed under the Act; and

WHEREAS, the Subrecipient is a nonprofit organization which operates a program which is eligible for a grant of CDBG Funds; and

WHEREAS, the City desires to assist in the operation of the Subrecipient's program by granting CDBG Funds to the Subrecipient in order to pay for all or a portion of the costs incurred in operating the program, subject to the terms and conditions more particularly set forth in this Agreement; and

WHEREAS, this Agreement is not intended to create, nor shall it be construed as creating, any rights in any third parties not a Party to the same, but rather this Agreement is intended to assist Subrecipient in providing cost effective services to the community it serves, as described in this Agreement; and

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 SERVICES OF SUBRECIPIENT.

1.1 Scope of Services. Subrecipient agrees to provide to City all of the services specified and detailed in both its application for CDBG Funds (the "Application") and in the "Scope of Services" attached hereto and incorporated herein as **Exhibit "A"** to this Agreement. Subrecipient represents and warrants to City that it is able to and will use the CDBG Funds granted by the City for the purpose of providing the services set forth in its Application and Exhibit "A", and only for that purpose. Subrecipient further represents and warrants that it will adhere to the terms of the Application and this Agreement in providing said services.

1.2 National Objective. Subrecipient certifies that the services provided with the CDBG Funds will meet the CDBG program's national objective of benefitting low and moderate income persons, as defined in 24 CFR Part 570.208.

1.3 Special Requirements. Additional terms and conditions of this Agreement, if any, are set forth in the "Special Requirements" attached hereto and incorporated herein as **Exhibit "B"** to this Agreement.

1.4 Standard of Care. Subrecipient hereby represents and warrants to City that all services rendered pursuant to this Agreement will be performed in a competent, professional, and satisfactory manner. As a material inducement to City to enter into this Agreement, Subrecipient hereby further represents and warrants that it has the experience and skills necessary to undertake the services to be provided herein.

1.5 Compliance with Laws. All services rendered by Subrecipient pursuant to this Agreement shall be performed in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and/or any federal, state or local governmental agency having jurisdiction at the time such services are rendered.

1.6 Licenses, Permits, Fees and Assessments. Subrecipient shall obtain at its sole costs and expense such licenses, permits and approvals as may be required by law for the performance of the services required by the Agreement.

1.7 Reports. No later than ten (10) days prior to any payment date specified in Section 2.1 of this Agreement, within ten (10) days following the termination of this Agreement, and at such other times as the Contract Officer shall request, Subrecipient shall provide the Contract Officer with a written report describing the services provided during the period of time since the last report and accounting for the specific expenditures of any portion of the Contract Sum, if applicable. At the times and in the manner required by law, the Subrecipient shall provide to the City, HUD, the Comptroller General of the United States, and any other individual or entity, or their duly authorized representatives, any and all reports and information required for compliance with the Act and/or the Regulations.

1.8 Financial Reporting. Any Subrecipient receiving or due to receive \$20,000.00 or more from the City during the current fiscal year (July 1, 2021 through June 30, 2022) (the "Fiscal Year") shall provide the City with a financial statement which has been completed within the most recent twelve (12) months and which shows that the Subrecipient's financial records have been kept in accordance with generally accepted accounting standards ("Financial Statement"). This Financial Statement shall be prepared by a recognized accounting firm that is approved by or satisfactory to City's Chief Financial Officer, and shall include a general ledger balance sheet which identifies revenue sources and expenses in sufficient detail to demonstrate compliance with this Agreement and which is balanced with Subrecipient's bank statements. Any organization receiving or due to receive less than \$20,000.00 from the City in the Fiscal Year shall provide the City with a copy of the organization's most recent charitable trust report to the Attorney General, or other financial information satisfactory to the City's Chief Financial Officer. The financial information that must be provided pursuant to this paragraph shall be furnished to the City's Chief Financial Officer not later than January 31st of the current Fiscal Year.

1.9 Audits and Inspections. All Subrecipient records concerning any matter covered by this Agreement shall be made available to the City, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as is deemed necessary by those entities in order to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt of such

reports by the Subrecipient. Failure by the Subrecipient to comply with these audit requirements will constitute a breach of this Agreement and may result in the withholding of future payments thereunder. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.

2.0 COMPENSATION.

2.1 Contract Sum. The City shall pay to Subrecipient for the services to be provided hereunder, on a reimbursable basis, a sum not to exceed FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00) (the "Contract Sum"), in accordance with the "Schedule of Compensation" attached hereto and incorporated herein as **Exhibit "C"** to this Agreement, which sum shall constitute full and complete reimbursement for the implementation of this Agreement for the entire Term thereof. Subrecipient shall submit to the City monthly statements of reimbursable expenditures pursuant to the attached "Schedule of Compensation", along with pertinent supporting documentation. The City shall promptly review the monthly expenditure statements and, upon approval, reimburse Subrecipient for its authorized operating costs.

2.2 Payroll Records. In cases where the Contract Sum will reimburse payroll expenses as part of operations, Subrecipient shall establish a system for maintaining accurate payroll records which will track daily hours charged to the project by Subrecipient's employees, as set forth in 2 CFR 200.430.

2.3 Draw Downs. Failure by Subrecipient to request reimbursement or encumbrance of at least 25% of the Contract Sum by the end of each Fiscal Year quarter (*i.e.* by September 30, December 30, March 31, and June 30, respectively) shall result in the immediate forfeiture of 25% of the Contract Sum, unless this requirement is waived by the Contract Officer. The Contract Officer reserves the sole and unfettered right to determine whether the circumstances warrant such a waiver. Any such waiver by the Contract Officer shall not be deemed to waive or render unnecessary Subrecipient's compliance with this provision for the remainder of the Term of this Agreement.

2.4 Default. In the event that Subrecipient defaults under any of the terms and conditions of this Agreement, City shall have no obligation to continue compensating Subrecipient for any work performed after the date of such default. The City's consent to or approval of any default by the Subrecipient shall not be deemed to waive the City's rights under this provision with respect to any subsequent default. (See also Section 6.4 below.)

2.5 Completion of Work. City reserves the right to withhold 10% of the Contract Sum until a Certificate of Completion is issued by the City.

3.0 COORDINATION OF THE WORK.

3.1 Representative of Subrecipient. The following principal(s) and/or representative(s) of Subrecipient are hereby designated as the person(s) authorized to act on Subrecipient's behalf with respect to the services specified herein and to make all decisions in connection therewith:

Jann Hamilton Lee, President and Chief Executive Officer

3.2 Contract Officer. The "Contract Officer" shall be such person as may be designated by the City's City Manager.

3.3 Prohibition Against Subcontracting or Assignment. Subrecipient shall not contract with any other entity to perform, in whole or in part, the services to be provided pursuant to this Agreement without the express written approval of the City. Neither this Agreement, nor any interest created by it, may be assigned or transferred by Subrecipient, voluntarily or by operation of law, without the prior written approval of the City.

3.4 Independent Contractor. Except as otherwise set forth herein, neither the City, nor any of its agents or employees, shall have any control over the manner, mode, or means by which Subrecipient, or its agents or employees, perform the services to be provided pursuant to this Agreement. Subrecipient shall perform all such services as an independent contractor of the City, and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Subrecipient shall not at any time or in any manner represent that it, or any of its agents or employees, are agents or employees of the City.

4.0 INSURANCE AND INDEMNIFICATION.

4.1 Insurance.

(a) Subrecipient shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Insurance Services Offices Form CG 00 01 covering Commercial General Liability (CGL) on an "occurrence" basis including products and completed operations, property damage, bodily injury, personal injury, and advertising injury. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(ii) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Subrecipient against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Subrecipient in the course of carrying out the work or services contemplated in this Agreement.

(iii) Automotive Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if the Subrecipient has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(iv) Professional Liability. Professional liability insurance appropriate to the Subrecipient's profession. This coverage may be written on a "claims made" basis, and must

include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Subrecipient's services or the termination of this Agreement. During this additional 5-year period, Subrecipient shall annually and upon request of the City submit written evidence of this continuous coverage.

(v) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(vi) If the Subrecipient maintains broader coverage or higher limits (or both) than the minimums required by this Agreement, then the City requires and shall be entitled to the broader coverage and higher limits maintained by the Subrecipient.

(vi) Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies, or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(b) General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Subrecipient's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Subrecipient shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Subrecipient has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

4.2. Indemnification. To the full extent provided by law, Subrecipient agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any

person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Subrecipient, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Subrecipient is legally liable ("indemnitors"), or arising from Subrecipient's or indemnitors' reckless or willful misconduct, or arising from Subrecipient's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Subrecipient and shall survive termination of this Agreement.

5.0 DISCRIMINATION, TERMINATION, AND ENFORCEMENT.

5.1 Covenant Against Discrimination. Subrecipient covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a Protected Characteristic under applicable federal, state, or local law.

5.2 Term. Unless earlier terminated in accordance with Section 5.3 of this Agreement, this Agreement shall continue in full force and effect until such time as Subrecipient has completed the services set forth in Exhibit "A", but for a term not to exceed June 30, 2022 ("Term"). (See also Exhibit B discussion of "Project Closeout.")

5.3 Termination Prior to Expiration of Term. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other Party. Upon receipt of such notice of termination, Subrecipient shall immediately cease all services hereunder except as may be specifically approved by the Contract Officer. Subrecipient shall be entitled to compensation for all services rendered prior to receipt of the notice of termination, and City shall be entitled to reimbursement for any services that have been paid for but not rendered.

6.0 MISCELLANEOUS PROVISIONS.

6.1 Conflicts of Interest. Subrecipient, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by the services to be performed by it under this Agreement, or that would conflict in any manner with the performance of its services hereunder. Subrecipient further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Subrecipient shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Subrecipient agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Subrecipient "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Subrecipient has been retained pursuant to this Agreement.

6.2 Warranty and Representation of Non-Collusion. City hereby warrants and represents that no official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in

any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly interested, or in violation of any state or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Subrecipient hereby warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Subrecipient is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Subrecipient Representative Initials 

6.3 Prohibited Activity. Subrecipient is prohibited from using CDBG Funds provided herein, or personnel employed in the administration of the program for which those funds have been granted, for any of the following activities: political activities, activities of an inherently religious nature, lobbying, political patronage, and nepotism activities. Religious entities may use CDBG funds for secular activities only in accordance with the federal regulations specified in 24 CFR 570.200(j), regarding such activities as worship, religious instruction, or proselytization.

6.4 Non-Waiver of Terms, Rights and Remedies.

A. Waiver. The failure of a non-defaulting Party to enforce any right, provision, or remedy shall not impair such right, provision, or remedy, and shall not constitute a waiver of such right or provision in the absence of a written confirmation of waiver signed by the defaulting Party. In no event shall the making by City of any payment to Subrecipient constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Subrecipient, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. Failure on the part of City to act with respect to a breach by Subrecipient shall not constitute a waiver of City's right to act with respect to subsequent or similar breaches.

B. Waiver by either Party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Attorney's Fees. In the event that either Party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover its

costs of suit, including reasonable attorney's fees. The venue for any such litigation shall be Los Angeles County.

6.6 Notice. Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party shall be in writing and either served personally or sent by prepaid, first class mail to the address set forth below, or such other address as may from time to time be designated by mail.

City: Keith Bennett
Community Development Department
City of Carson
701 East Carson Street
Carson, California 90745

With a Copy to: City Attorney
City of Carson
701 East Carson Street
Carson, California 90745

Subrecipient: Jann Hamilton Lee
President and Chief Executive Officer
South Bay Family Health Care
23430 Hawthorne Boulevard, Suite 210
Torrance, California 90505

6.7 Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

6.8 Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Subrecipient. This Agreement supersedes all prior oral or written negotiations, representations, or agreements. This Agreement may not be amended, nor any provision outreach hereof waived, except in a writing signed by the Parties that expressly refers to this Agreement.

6.9 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

6.10 Severability. In the event that part of this Agreement 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 Agreement 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 Agreement meaningless.

6.11 Corporate Authority. The persons executing this Agreement 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 Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement 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 have executed this Agreement on the date first above written.

CITY OF CARSON, CALIFORNIA

Dated: _____

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

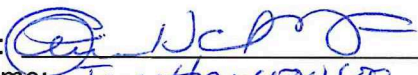
City Clerk
Printed Name:
Title:

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

City Attorney
Printed Name:
Title:

[ndp]

SUBRECIPIENT: *****
SOUTH BAY FAMILY HEALTHCARE

By: 
Name: Jayanthani
Title: CEO
Date: 6-18-2021

By: _____
Name: _____
Title: _____
Date: _____

****SUBRECIPIENT'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 SUBRECIPIENT'S BUSINESS ENTITY.**

***** If Subrecipient is a Corporation, one signature is 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.**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY OF CARSON, CALIFORNIA

Dated: August 23, 2021

By: Lula Davis Holmes
Lula Davis-Holmes, Mayor

ATTEST:

John W. Carroll, Sr.
City Clerk
Printed Name: John W. Carroll, Sr.
Title: Chief Deputy City Clerk



APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Sunny K. Soltani

City Attorney
Printed Name: Sunny K. Soltani
Title: City Attorney

[ndp]

SUBRECIPIENT: *****

SOUTH BAY FAMILY HEALTHCARE

By: James Hamilton
Name: JAMES HAMILTON
Title: CEO
Date: 6-18-2021

By: _____
Name: _____
Title: _____
Date: _____

****SUBRECIPIENT'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 SUBRECIPIENT'S BUSINESS ENTITY.**

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY OF CARSON, CALIFORNIA

Dated: _____

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

City Clerk
Printed Name:
Title:

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

City Attorney
Printed Name:
Title:

[ndp]

SUBRECIPIENT: *****
SOUTH BAY FAMILY HEALTHCARE

By: _____
Name:
Title:
Date: _____

By: Florence G. Guerrero
Name: Florence G. Guerrero
Title: Secretary
Date: 19 June 2021

****SUBRECIPIENT'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 SUBRECIPIENT'S BUSINESS ENTITY.**

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1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.**

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

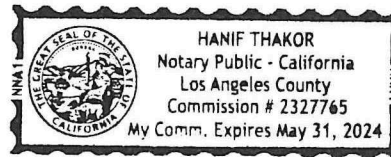
COUNTY OF LOS ANGELES

On 06/18, 2021 before me, Hanif Thakor, Notary Public, personally appeared Sonali Hanif Thakor, 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: [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



CEO

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

Sonali Hanif Family Health Care

DESCRIPTION OF ATTACHED DOCUMENT

Subrecipient Agreement
TITLE OR TYPE OF DOCUMENT

(11.7) 11 12

NUMBER OF PAGES

July 1, 2021

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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 _____, 2021 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**
- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

July 1, 2021
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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 JUNE 19, 2021 before me, HAROLD A. UTOMAKILI, NOTARY PUBLIC, personally appeared FLORENCE G. GUERZERO, 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: _____



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- CAPACITY CLAIMED BY SIGNER**
- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- TITLE(S)**
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

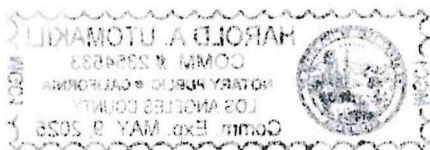
DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

July 1, 2021
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



SCOPE OF SERVICES
EXHIBIT "A"

1. Subrecipient shall utilize the CDBG Funds provided by the City pursuant to this Agreement to operate the Carson Wellness Center, which provides essential medical care and health education services on the Carson High School campus on Mondays, Wednesdays, and Fridays between the hours of 8:00 A.M. and 4:30 P. M., and on Tuesdays and Thursdays between the hours of 9:00 A. M. and 5:30 P. M..
2. Services rendered by Subrecipient shall include physical examinations, family planning services, and general medicine, including the diagnosis and treatment of ailments such as colds, flus, allergies, and asthma. Clinicians shall also provide health and nutrition education during visits, and screen for domestic violence.
3. Costs for which Subrecipient shall be reimbursed from the CDBG Funds shall be limited to direct costs of personnel, including wages, salaries, and benefits, associated with the provision of the services described in paragraph No. 2, above; medical, pharmaceutical, and office supplies; and laboratory testing costs associated with the aforementioned medical services.
4. The primary location for services provided in accordance with this Agreement shall be Subrecipient's Carson Wellness Center located at 270 East 223rd Street, Carson, California, on the campus of Carson High School.
5. Subrecipient anticipates providing services to approximately 2,000 Carson residents.
6. Recognizing Subrecipient's acknowledgement in Section 1.2 of this Agreement that the activities carried out with the CDBG Funds shall meet the CDBG program's national objective of benefitting low and moderate income individuals, Subrecipient shall ensure that at least fifty-one per cent (51%) of clients meet the standard of low and moderate income, as determined by the City. Subrecipient shall verify participants' total household income by requesting to see documentation that shows income information for all household members, and shall keep records reflecting the verification of such income on file and available for inspection by representatives of City and/or HUD. Subrecipient shall also, to the extent practicable, obtain information regarding the racial, ethnic, and female-headed household status of participants. Subrecipient shall report the income, race, ethnicity, and female-headed household status of participants to City in accordance with Section 2, Program Evaluation and Review, and Section 3, Reporting Requirements, of the attached Exhibit "B", "Special Requirements".
7. City will monitor the performance of Subrecipient against goals and performance standards including, but not limited to, those stated above. Substandard performance as determined by City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by City, procedures to suspend or terminate this Agreement will be initiated.

[END OF EXHIBIT "A"]

EXHIBIT "B"

SPECIAL REQUIREMENTS

The provisions of this Exhibit B are hereby added to the Agreement. To the extent any of the provisions of Exhibit B conflict with provisions elsewhere in the Agreement, the provisions of Exhibit B shall govern.

This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended; 24 Code of Federal Regulations ("CFR") Chapter V, Part 570; City's CDBG Program Guidelines; and all amendments or successor regulations or guidelines thereto.

1. Federal Contracting Provisions. Subrecipient agrees to comply with the following federal requirements in the performance of this Agreement:

- A.** Subrecipient shall comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which requires that during the performance of this Agreement, Subrecipient agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Subrecipient shall consider all applicants without respect to their race, religion, sex, or national origin with respect to the following without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and employment applicants, notices setting forth the provisions of this nondiscrimination clause.
- B.** In its solicitations or advertisements for employees, Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** Subrecipient shall comply with all restrictions against discrimination, as required by Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107.
- D.** Subrecipient shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., which requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by, persons residing in the project area.
- E.** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, which provides that no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- F. Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and implementing regulations.
- G. Subrecipient shall comply with the Age Discrimination Act of 1975 (P.L. 94-135), as amended, and implementing regulations.
- H. Subrecipient shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act at 24 CFR Part 42.
- I. Subrecipient shall comply with the restrictions prohibiting the use of funds for the benefit of a religious organization or activity as set forth in 24 CFR 570.200(j).
- J. Subrecipient shall comply with the labor standard requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement said requirements.
- K. Subrecipient shall comply with the Program Income requirements as set forth in 24 CFR 570.504(c) and 570.503(b)(8).
- L. Subrecipient shall comply with all federal laws and regulations described in 24 CFR 570, Subpart K, except that the Subrecipient does not assume the City's environmental responsibilities as described at 24 CFR 570.604, nor does the Subrecipient assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- M. Subrecipient shall comply with Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11988 relating to the prevention, control, and abatement of water pollution.
- N. Subrecipient shall comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1978 (P.L. 93-234).
- O. Subrecipient shall comply with the regulations, policies, guidelines and requirements of 24 CFR 570; the "Common Rule," 24 CFR Part 85 and Subpart J; and 2 CFR 200 (which revises and supersedes OMB Circulars No. A-87, A-102, Revised, A-110, and A-122) as they relate to the acceptance and use of federal funds under the federally assisted program.
- P. Subrecipient shall comply with Title VII of the Civil Rights Act of 1968 (P. L. 90-284), as amended.
- Q. Subrecipient shall comply with the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- R. Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Unless specified otherwise within this Agreement, Subrecipient shall procure all

materials, property, or services in accordance with the provisions and requirements of 24 CFR 84.40-48.

- S. Subrecipient shall maintain a property inventory system to numerically identify HUD purchased property and document its acquisition date, as set forth in 2 CFR 200.312 Federally-Owned and Exempt Property.
- T. The use and disposition of real property and equipment by Subrecipient under this Agreement shall be in accordance with the provisions and requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504. Upon expiration of the Agreement, the Subrecipient shall transfer to the City any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds. Additionally, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG Funds (including CDBG Funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 is either:
 - i. Used to meet one of the national objectives in Section 570.208 (formerly Section 570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or
 - ii. Not used in accordance with paragraph (T)(i) above, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in subsection (T)(i) immediately above.)
- U. Subrecipient shall comply with such other City, County, State, or Federal laws, rules and regulations, executive orders or similar requirements which might be applicable.
- V. As City will use federal funds to pay Subrecipient for the services to be performed under this Agreement, Subrecipient shall comply with 31 U.S.C. Section 1352, which prohibits any recipient or subrecipient of federal funds from: using such funds to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress or an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract; making any federal grant; making any federal loan; entering into any cooperative agreement; and/or the extending, continuing, renewing, amending or modifying any federal contract, grant, loan or cooperative agreement.
- W. Every person who requests or receives a federal contract, grant, loan or cooperative agreement from a federal agency or receives or requests from a federal agency a commitment that would provide for the United States to insure or guarantee a loan must file with that agency a written declaration and certify that he or she has not made and will not make any prohibited expenditure. Further, any person who requests or receives from a person referred to above, a subcontract under a federal contract, a subgrant or contract under a federal grant, a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract under a federal cooperative agreement, is required to file a written declaration with the person who received the federal contract, grant, loan or commitment to insure or guarantee a loan.

- X. Subrecipient shall not receive any program income as defined in 24 CFR Section 570.500(a).
2. **Program Evaluation and Review.** Subrecipient shall make performance, financial, and all other records pertaining to this Agreement available to all City and HUD personnel. City and HUD personnel may inspect and monitor Subrecipient's facilities and program operations, including the interview of Subrecipient's staff and program participants. Subrecipient agrees to submit to City or HUD all data necessary to complete the Annual Grantee Performance Report in accordance with HUD requirements and in the format and at the time designated by City or HUD Project Directors or their designees.
3. **Reporting Requirement.** Subrecipient shall submit to City a quarterly statistical status report, using the forms shown in **Exhibit "D"** attached hereto, setting forth its activities for each reportable quarter. Such reports shall be filed with City not later than the 10th day of the month following the reportable quarter. The quarterly activity reports shall contain without limitation ethnic group, income level, female-headed household status and any other data as may be requested by City, of each person assisted and the result of such assistance. In addition to the monthly statistical status report, Subrecipient shall, on or before July 10, 2022, furnish City with a summary of Subrecipient's activities for the fiscal year commencing July 1, 2021. Such summary shall include an annual statistical report.
4. **Documentation and Record Keeping.** Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- A. Records providing a full description of each activity undertaken;
 - B. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program;
 - C. Records required to determine the eligibility of activities;
 - D. Records documenting all CDBG funds received from the City;
 - E. Records documenting expenses as identified in the monthly activity reports and reimbursement requests submitted to the City, as well as the relationship of these expenses to the CDBG-funded program;
 - F. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - G. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - H. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28, and as otherwise stated within this Agreement; and
 - I. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

Subrecipient shall maintain separate accounting records for the CDBG Funds provided by the City. The City, HUD, Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers, and records maintained by Subrecipient, as well as any of its own subrecipients or subcontractors, which directly relate to the project that is the subject of this Agreement for the purpose of audit, examination, excerpts, and transcriptions. Subrecipient shall also maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such

information shall be available to City or HUD monitors or their designees for review upon request.

- 5. Disclosure Requirement.** Subrecipient shall make available all books and records pertaining to each project or business activity that is funded by CDBG funds under this Agreement for inspection and audit by HUD's representatives, upon request, at any time during the term of this Agreement and for a period of five (5) years thereafter. All such books and records shall be maintained by Subrecipient at a location in Los Angeles County. Failure by Subrecipient to comply with the requirements of this section shall constitute a material breach for which City may terminate or suspend this Agreement.

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by applicable State and Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

- 6. Project Close-Out.** Notwithstanding Section 5.2, Term, of the Agreement, and except as otherwise stated in this Agreement, this Agreement expires upon the Subrecipient's complete performance of all obligations described in this Agreement. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: submission of final requests for payment, making final payments, disposing of program assets in accordance with other provisions of this Agreement, and determining the custodianship of records. The City's funding obligation to the Subrecipient, however, shall be limited to the amount stated in Section 2.0 of the Agreement, and shall only apply to Subrecipient performance during Fiscal Year 2021-2022, ending on June 30, 2022.

7. Suspension, Recovery of Funds.

- A.** In accordance with 24 CFR Section 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any term of the award.
- B.** If the funding source demands reimbursement for prior payments to Subrecipient due to Subrecipient's failure to comply with any applicable term of this Agreement, regulation or statute, Subrecipient shall reimburse City in the amount of such disallowed payments.
- C.** The award may be terminated for convenience in accordance with 24 CFR Section 85.44.
- D.** Upon expiration of this Agreement, Subrecipient shall transfer to City any funds paid pursuant to this Agreement that are on hand at the time of expiration and any accounts receivable attributable to the use of such funds.

[END OF EXHIBIT "B"]

**BUDGET
(SCHEDULE OF COMPENSATION)**

EXHIBIT "C"

For the services rendered pursuant to this Agreement, Subrecipient shall be reimbursed in an amount not to exceed the Contract Sum of FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00) during the term of this Agreement.

City shall reimburse Subrecipient for expenses that are documented to the satisfaction of the City and are incurred by Subrecipient in the costs as detailed in Section 3 of Exhibit "A" to this Agreement. City shall have the right to disapprove reimbursement for specific expenditures and expense categories that the City finds to be ineligible under the CDBG guidelines. There shall be no changes to the Scope of Services set forth in Exhibit "A" to this Agreement unless the same is requested in writing by Subrecipient, and approved in writing by the City.

Provided that Subrecipient is not in default hereunder, the Subrecipient shall be reimbursed in accordance with the terms of this Agreement within thirty (30) days after the City's receipt of an invoice from Subrecipient.

[END OF EXHIBIT "C"]