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**SUBCONTRACT AGREEMENT
SAFE CHILDREN AND STRONG FAMILIES (SCSF) PROGRAM**

This Subcontract is made and entered into this 1st day of September 2017, by and between **BEHAVIORAL HEALTH SERVICES, INC.** (hereinafter "CONTRACTOR") located at 15519 Crenshaw Blvd. Gardena, CA 90249 and **CITY OF LONG BEACH**, (hereinafter "SUBCONTRACTOR") located at 2525 Grand Avenue, Long Beach, CA 90815.

WHEREAS, CONTRACTOR has entered into an Agreement for Safe Children and Strong Families (hereafter "Prime Contract") with the County of Los Angeles, State of California (hereinafter "COUNTY"), and

WHEREAS, in order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to provide Safe Children and Strong Families (SCSF) Services, and

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

NOW, therefore, CONTRACTOR AND SUBCONTRACTOR agree as follows:

1.0 PRIME CONTRACT

This subcontract is a Subcontract under the Prime Contract 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.

This Agreement and all its provisions and any Amendment(s) hereto shall be subject to approval by the COUNTY prior to providing services.

1.1 The following sections of the Prime Contract shall not apply to any SUBCONTRACT.

- All references to Discretionary Services and Discretionary Funds
- Section 6.2, Self-Evaluation
- All references to Enrichment Services and Enrichment Services Funds

The following additional sections shall not apply to any SUBCONTRACT where the subcontractor is compensated on a fee for service basis:

- All references to a separate cost center and financial record for Essential Services
- Section 6.3.4, Operating Deficits

2.0 TERM OF SUBCONTRACT

The term of this Subcontract shall commence on September 1, 2017, and shall expire on June 30, 2018, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract. The Subcontract may be automatically renewed, for one year periods, beginning July 1, 2018, at the discretion of CONTRACTOR.

3.0 PAYMENT & INVOICES

- 3.1 CONTRACTOR shall compensate SUBCONTRACTOR for an amount not to exceed \$ 262,500.00 for the period September 1, 2017 through June 30, 2018 to provide the services indicated in Section 3.3 of this Subcontract. If the Subcontract is renewed for the period, July 1, 2018 through June 30, 2019, CONTRACTOR shall compensate SUBCONTRACTOR for an amount not to exceed \$315,000 for this one year period. The designated services shall be provided as detailed in Exhibit A, Statement of Work.
- 3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. SUBCONTRACTOR shall submit monthly invoices during the duration of this Agreement to the CONTRACTOR, by the 10th business day of each month for the previous month, beginning October 10, 2017. CONTRACTOR shall compensate SUBCONTRACTOR by check thirty (30) days subsequent of (1) receipt of funder disbursement to CONTRACTOR and (2) receipt and approval of monthly invoices.
- 3.3 The SUBCONTRACTOR shall provide activities/services as outlined in Exhibit A: Statement of Work.
- 3.4 Payment to SUBCONTRACTOR will be on a monthly basis. The monthly service units and rate(s) for services rendered are included in Exhibit B: Service Units & Rates.
- 3.5 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.
- 3.6 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officers, employees and agents, for any compensation or costs related to this Subcontract.
- 3.7 CONTRACTOR shall take appropriate remedies, such as withholding of payment in instances where the SUBCONTRACTOR violates or breaches the Terms of the Agreement.
- 3.8 All invoices, including signed original invoices, shall be submitted to:

CONTRACTOR: Behavioral Health Services, Inc.
Attention: Ms. Candy Cargill-Fuller, Divisional Director
15519 Crenshaw Blvd.
Gardena, CA 90249

4.0 THIRD PARTY BENEFICIARY

- 4.1 CONTRACTOR and SUBCONTRACTOR 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, the COUNTY, does not intend for Subcontractor to acquire any rights as a third party beneficiary of Prime Contract.

5.0 INDEMNIFICATION & INSURANCE COVERAGE REQUIREMENTS

- A. Indemnification: SUBCONTRACTOR shall indemnify, defend and hold harmless the COUNTY, CONTRACTOR, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the SUBCONTRACTOR'S acts and/or omissions arising from and/or relating to this agreement, except arising from the negligence or willful misconduct of COUNTY and/or CONTRACTOR.
- B. Without limiting SUBCONTRACTOR's indemnification of COUNTY, and during the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and CONTRACTOR and shall be primary to, and not contributing with any other insurance maintained by the COUNTY and CONTRACTOR.

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

Contracts Manager, Contracts Management Services
Department of Children and Family Services
425 Shatto Place
Los Angeles, CA 90020

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

5.1 Liability Insurance:

Any and all insurance described below shall be endorsed naming 1) COUNTY OF LOS ANGELES and 2) CONTRACTOR as an additional insured, and shall include:

- 5.1.1 General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, products/completed operations, contractual, broad from property damage, personal and advertising injury with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.

If written with an annual aggregate limit, the policy limit shall be three (3) times the above required occurrence limit (i.e. \$3,000,000).

If written on a claims made form, the SUBCONTRACTOR shall provide an extended two (2) year reporting period commencing upon expiration or termination of this SUBCONTRACTOR.

5.1.2 Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.

5.2 Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the SUBCONTRACTOR, its officers, or employees with a limit of liability of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate.

5.3 Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a limit no less than one million dollars (\$1,000,000), covering all persons who provide services for the CONTRACTOR.

5.4 Pursuant to section 10.5 and 10.6 under Prime Contract, SUBCONTRACTOR shall adhere and provide certificate of insurance for the property coverage and crime requirements.

5.5 Failure on the part of SUBCONTRACTOR to obtain and maintain all required insurance coverage is a material breach upon which CONTRACTOR and/or COUNTY may, in its sole discretion, immediately suspend SUBCONTRACTOR'S performance or terminate this Subcontract.

6.0 RECORDS AND AUDITS

6.1 SUBCONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to the Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Exhibit M of the Prime Contract (Contract Accounting and Operating Handbook). SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. SUBCONTRACTOR agrees that COUNTY, CONTRACTOR, or their authorized representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards, and other employment records and confidential information, shall be kept and maintained by SUBCONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY and CONTRACTOR during the term of this Agreement and for a period of five (5) years after each fiscal year unless COUNTY'S written permission is given to dispose of any such material prior to such time. If such material is located outside of Los Angeles

County, then, at COUNTY or CONTRACTOR'S sole option, SUBCONTRACTOR shall pay COUNTY or CONTRACTOR for travel, per diem, and other costs incurred by COUNTY or CONTRACTOR in exercising its rights under this section.

- 6.2 In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with COUNTY and CONTRACTOR at CONTRACTOR'S option, unless otherwise provided by applicable Federal or State Law or under this Agreement. COUNTY and CONTRACTOR shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 6.3 SUBCONTRACTOR shall be responsible for annual financial audits of its agency if requested by COUNTY, CONTRACTOR and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of the audit reports, SUBCONTRACTOR shall forward copies of such reports to COUNTY and CONTRACTOR.
- 6.4 SUBCONTRACTOR shall, during normal business hours, allow CONTRACTOR, appropriate County, State and Federal agencies, including CDSS, COUNTY'S Auditor-Controller or its designee to evaluate, audit, review and inspect its accounting books and records of program operations, including the interview of SUBCONTRACTOR'S staff, insurance agents, banks, personnel and vendors. Method may include inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring SUBCONTRACTOR'S accountability of Agreement expenditures and program performance.
- 6.5 All uses of funds paid to SUBCONTRACTOR and other financial transactions related to SUBCONTRACTOR'S provision of service under this Agreement are subject to review and/or audit by CONTRACTOR, DCFS, COUNTY'S Auditor-Controller or its designee, or the state of California. In the event this Agreement is subject to audit exceptions, SUBCONTRACTOR shall pay COUNTY or CONTRACTOR, the full amount of SUBCONTRACTOR'S liability for such audit exceptions, as determined by COUNTY or CONTRACTOR, upon demand by COUNTY or CONTRACTOR.
- 6.6 SUBCONTRACTOR hereby agrees to cooperate with the CONTRACTOR, COUNTY, Program Directors, COUNTY Family Preservation Programs Manager and any duly authorized COUNTY, State, or Federal representative, in the review of SUBCONTRACTOR'S program, reforms and procedures at any reasonable time.

7.0 CRIMINAL CLEARANCES

- 7.1 For the safety and welfare of children to be served under the Agreements, SUBCONTRACTOR agrees, as permitted by law, to ascertain and obtain arrest and conviction records for all current and prospective employees, independent

CONTRACTOR or volunteers who come in contact with children in the course of their work or volunteer activity. For purposes of this Section, only those volunteers, who have frequent and routine contact with children and are used to replace or supplement staff in providing direct care and supervision of children, shall be subject to this provision. SUBCONTRACTOR shall maintain such records in the file of each such person.

- 7.2 SUBCONTRACTOR shall immediately notify COUNTY and CONTRACTOR of any arrest and/or subsequent conviction, other than for a minor traffic offense, of any employee, independent contractor or volunteer staff who comes in contact with children while providing services under this Agreement when such information becomes known to SUBCONTRACTOR.
- 7.3 SUBCONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, including but not limited to the offenses specified in Health and Safety Code Section 11590 (person required to register as controlled substance offender) and those defined in the following Penal Code Sections or any future Penal Code Sections which address these crimes:

<u>SECTION</u>	<u>TITLE</u>
261.5	Unlawful sexual intercourse with a minor
272	Causing, encouraging or contributing to delinquency of person under 18
273a	Great bodily harm or death to child; endangerment of person or health
273ab	Assault resulting in death of child less than 8 years of age
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition
273g	Degrading, immoral or vicious practices in the presence of children
286	Sodomy
288	Lewd or lascivious acts upon the body of child under age 14
288a	Oral copulation
314	Indecent exposure
647 (a) & (d)	Disorderly conduct related to lewd behavior/prostitution
647.6	Annoyance of or molesting a child under age 18

8.0 CASE RECORDS AND FILES

- 8.1 SUBCONTRACTOR shall document and maintain in its case files all notes, records and any needed approvals for the CFPN services provided. All services shall be documented in the appropriate Services Progress notes. SUBCONTRACTOR shall make available to COUNTY and/or CONTRACTOR all such case files, notes, records and approvals.
- 8.2 SUBCONTRACTOR agrees to maintain its case files, notes, records and any needed approvals for CFPN services provided, and any other service documentation as required in the performance of this Agreement at a location in Los Angeles County for a period of five (5) years after each fiscal year. Such materials, case records, files and documentation shall be made available to COUNTY and CONTRACTOR during the term of this Agreement and at any reasonable time for a period of five years after each fiscal year.

9.0 CONFIDENTIALITY

- 9.1 SUBCONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records, CONTRACTOR records, and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality.
- 9.2 SUBCONTRACTOR shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of SUBCONTRACTOR who have access to confidential records and data must sign and adhere to the Employer Acknowledgment and Confidentiality Agreement. SUBCONTRACTOR shall notify CONTRACTOR of any attempt to obtain confidential records through the legal process.

10.0 DISCLOSURE OF INFORMATION

The SUBCONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the SUBCONTRACTOR'S need to identify its services and related clients to sustain itself, the CONTRACTOR shall not inhibit the SUBCONTRACTOR from publicizing its role under this Agreement within the following conditions:

- 10.1 SUBCONTRACTOR shall develop all publicity material in a professional manner.
- 10.2 During the course of performance of this Agreement, the SUBCONTRACTOR, its employees and agents shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of the COUNTY, or CONTRACTOR without the prior written consent of the CONTRACTOR. Said consent shall not be unreasonably withheld and may be assumed in the event that no adverse comments are received in writing three (3) weeks after submittal.
- 10.3 SUBCONTRACTOR may, without prior written permission of CONTRACTOR, indicate in its proposals and sales material that it has been awarded an Agreement to provide services, provided, however, that the requirements of these provisions apply.

11.0 SUBCONTRACTING

SUBCONTRACTOR may not subcontract any portion of this Agreement.

12.0 LICENSES AND LAW

SUBCONTRACTOR shall, throughout the term of this Subcontract, maintain all necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, Los Angeles County, and any other applicable governmental agencies. Subcontractor shall notify Behavioral Health Services immediately and in writing of its inability to obtain or

maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause of termination of this Subcontract.

13.0 STANDARDS OF CONDUCT

SUBCONTRACTOR agrees to comply with standards of conduct and Code of Ethics required of BHS employees and volunteers, especially as regards use of alcohol and drugs, relations with clients, and conflict of interest. SUBCONTRACTOR agrees to maintain confidentiality of client records in accordance with 42 CFR Part 2 and 45 CFR Parts 160 to 164 (commonly known as HIPAA). Any breach of such standards of conduct shall result in immediate termination of this agreement.

14.0 CONFLICT OF INTEREST

SUBCONTRACTOR represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Subcontract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with BHS. Unless otherwise consented to by BHS, and such consent will not be unreasonably withheld, during the performance of this Agreement. Upon execution of this Subcontract and during its term, as appropriate, the SUBCONTRACTOR shall, disclose in writing to BHS any other contract or employment by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between BHS's interest and the interests of the third parties.

15.0 STATUS AS SUBCONTRACTOR

In the performance of this Subcontract. SUBCONTRACTOR is performing its contractual responsibilities and duties as an independent contractor, and not as an agent, affiliate, or associate of BHS. SUBCONTRACTOR has no authority, under this contract, directly or indirectly, to obligate or bind BHS to third persons or parties.

APPROVED AS TO FORM

11/15, 2017
CHARLES PARKIN, City Attorney


The parties hereto have caused this Subcontract to be executed:

By 
LINDA T. VU
DEPUTY CITY ATTORNEY

CONTRACTOR:

Behavioral Health Services, Inc.

Name of Agency


Authorized Signature

Shirley Summers, LCSW, President/CEO

Print Name and Title

SUBCONTRACTOR:

City of Long Beach

Name of Agency


Authorized Signature

Tom Medina
Asst. City Manager

Print Name and Title

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Tax ID Number



BEHAVIORAL HEALTH SERVICES, INC.
15519 Crenshaw Boulevard, Gardena, CA 90249
310-679-9126 Fax 310-679-2920 corporate@bhs-inc.org

EXECUTIVE OFFICE

CORPORATE RESOLUTION NO. 17-05

AUTHORIZING SIGNATURES

County of Los Angeles
Calendar Year 2017

January 22, 2017

The mission of BHS is to transform lives by offering hope and opportunities for recovery, wellness and independence.

American Recovery Center
909-865-2336

BHS/NCADD-Torrance
310-328-1460

Boyle Heights Recovery Service Center
323-262-1786

Community Assessment Services Center
310-973-2272 (CASC)

Flossie Lewis Center
562-435-7350

Hollywood Recovery Center
323-461-3161

Joint Efforts
310-831-2358

Lincoln Heights Recovery Center
323-221-1746

Long Beach Recovery Center
562-432-0713

Pacifica House
323-754-2816

Patterns
310-675-4431

Redgate Memorial Recovery Center
562-599-8444

South Bay Recovery Center
310-679-9031

Wilmington Recovery Center
310-549-2710

All the above programs of Behavioral Health Services, Inc. have been accredited by



High Gain
310 644-3659

WHEREAS: the County of Los Angeles awards funds for providing services to residents of the County through the Department of Children and Family Services and the Department of Public Health, which includes Substance Abuse Prevention and Control, Division of HIV and STD Programs, and Tobacco Control and Prevention Programs; and

WHEREAS: Behavioral Health Services, Inc. presently has such contracts with these agencies and is required to renew said contracts each year; and

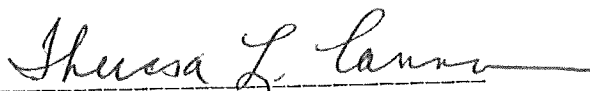
WHEREAS: it is necessary that the Board of Directors of Behavioral Health Services, Inc. authorize representatives to sign said contracts.

NOW THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of BEHAVIORAL HEALTH SERVICES, INC. does approve and designates VICTORIA VELARDE, Chairperson of the Board of Directors or SHIRLEY SUMMERS, President/CEO, or, in their absence, JAMES GILMORE, Chief Operating Officer, as the authorized representatives to sign contracts and all documents necessary to accompany said contracts, including all amendments to said contracts, and all support documents, during the Calendar Year 2017.

Passed and adopted this 22nd day of January, 2017.

THE BOARD OF DIRECTORS
OF BEHAVIORAL HEALTH SERVICES, INC.



Secretary of the Board, Theresa Cannon

I, Theresa Cannon, Secretary of the Board of Directors of Behavioral Health Services, Inc., do hereby certify that the foregoing resolution was introduced, approved and adopted by the Board of Directors of Behavioral Health Services, Inc., at the Annual Meeting of said Board held on the 22nd day of January, 2017.