

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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LONG BEACH RECOVERY ACT SERVICES AGREEMENT

36470

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT ("Agreement") is made and entered into, as of December 12, 2022, for reference purposes only, by and between the CITY OF LONG BEACH ("City"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and COMMUNITY MEDICAL WELLNESS CENTERS, USA ("CONTRACTOR"), a California nonprofit corporation, with its principal place of business at 1360 East Anaheim Street, #101, Long Beach, California 90813.

WHEREAS, on March 16, 2021, the Long Beach City Council approved the Long Beach Recovery Act (LB Recovery Act), a COVID-19 recovery program that utilizes federal American Rescue Plan Act (ARPA) funds among other funding sources to support City programs in three main categories - Economic Recovery, Healthy and Safe Community, and Securing Our City's Future; and

WHEREAS, on April 29, 2022, the City received a grant from the Centers for Disease Control and Prevention (CDC) for the Long Beach COVID-19 Equity Response Project as part of the CDC's efforts to support local Health Department's activities in response to the public health crises (Award No. 6NH75OT000004-01-02, hereinafter referred to as "CDC Grant"); and

WHEREAS, as part of the LB Recovery Act and using funding from the CDC Grant, the City has selected CONTRACTOR in accordance with City's administrative procedures through a Request for Proposal ("RFP") Number HE-22-068, Health Equity Community Projects, and City has determined that CONTRACTOR and its employees are qualified, licensed, if so required, and experienced in performing the services related to the Program (as defined below); and

WHEREAS, City desires to have CONTRACTOR perform these services related to the Program, and CONTRACTOR is willing and able to do so on the terms and conditions, including exhibits, in this Agreement; and

1 WHEREAS, the terms of the RFP and the terms and conditions of the
2 CONTRACTOR'S application, and any amendments thereto as may be approved by the
3 City, are incorporated herein by reference;

4 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
5 conditions in this Agreement, the City and the CONTRACTOR agree as follows:

6 1. PROGRAM. The City agrees to provide funding to the
7 CONTRACTOR for the development and implementation of the Health Equity Community
8 Project: COVID-19 Education and Vaccination Outreach as set forth in Exhibit "A" attached
9 hereto and incorporated by this reference.

10 2. FUNDS. The CONTRACTOR hereby acknowledges and agrees that
11 the City's total contribution for the CONTRACTOR's approved Program shall not exceed
12 Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

13 3. FUNDING AMOUNT, INVOICING, AND METHOD OF PAYMENT.
14 Funding shall be expended by CONTRACTOR for authorized eligible expenditures in
15 accordance with the Program budget, delineated in Exhibit "B," attached hereto and
16 incorporated by this reference, and the Scope of Work as set for in Exhibit "A." City shall
17 pay CONTRACTOR in due course following receipt from CONTRACTOR and approval by
18 City of invoices showing progress toward milestones, deliverables and services or tasks
19 performed, the name of the Program, and the City number assigned to this Agreement.
20 CONTRACTOR shall certify on the invoices that CONTRACTOR has performed the
21 services in full conformance with this Agreement and is entitled to receive payment.

22 4. AGREEMENT TERM. The term of this Agreement shall commence
23 upon execution of this Agreement by the City Manager ("Commencement Date") and,
24 subject to the termination provisions of paragraph 8, end on the earlier of December 1,
25 2023, or the final disbursement of the full funding amount and completion of any required
26 close out activities and reports (the "Term"). CONTRACTOR shall not begin work until the
27 Agreement term has commenced and until CONTRACTOR'S evidence of insurance has
28 been delivered to and approved by City. The Term is subject to the termination provisions

1 of this Agreement. In performance of the Program, all expenditures must be incurred by
2 CONTRACTOR, and all services must be provided by CONTRACTOR within the Term.
3 City will not be obligated to reimburse expenses incurred after the Agreement term, and
4 CONTRACTOR will be obligated to repay City for any funds received but not expended
5 within the Term.

6 5. CDC GRANT AWARD TERMS AND CONDITIONS. In addition to the
7 award terms and conditions contained in the CDC Grant and the CDC Grant's Notice of
8 Funding Opportunity number CDC-RFA-OT21-2103 provided to Contractor and
9 incorporated herein by reference, CONTRACTOR must comply when applicable to
10 CONTRACTOR with the CDC General Terms and Conditions for Non-research awards
11 found at [https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-
12 Research-Awards.pdf](https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf) outlining the federal regulations and policies, funding restrictions
13 and limitations, and general grant requirements. These compliance obligations are
14 incorporated by reference herein as though fully set forth, including but not limited to, the
15 required disclosures for Federal Awardee Performance and Integrity Information System
16 (FAPIIS) as follows:

17 Consistent with 45 CFR 75.113, CONTRACTOR must disclose in a timely manner,
18 in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all
19 information related to violations of federal criminal law involving fraud, bribery, or
20 gratuity violations potentially affecting the federal award. Disclosures must be sent
21 in writing to the CDC and to the HHS OIG at the following address:

22 U.S. Department of Health and Human Services

23 Office of the Inspector General

24 ATTN: Mandatory Grant Disclosures, Intake Coordinator

25 330 Independence Avenue, SW

26 Cohen Building, Room 5527

27 Washington, DC 20201

28 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in

1 subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

2 6. AUDIT AND RECORD REQUIREMENTS. City shall have the right at
3 all reasonable times during the term of this Agreement and for a period of five (5) years
4 after termination or expiration of this Agreement to examine, audit, inspect, review, extract
5 information from and copy all books, records, accounts, and other documents of
6 CONTRACTOR relating to this Agreement. The CONTRACTOR shall follow all generally
7 accepted accounting procedures and practices and shall maintain books, records,
8 documents, and other evidence which sufficiently and properly account for the expenditure
9 of funds. The books, records and documents shall be subject at all reasonable times to
10 inspection, reviews, or audits by the City in order that the Program, management, and fiscal
11 policies of the CONTRACTOR may be evaluated to assure the proper and effective
12 expenditure of public funds and to ensure City's ability to comply with the CDC Grant's
13 Single Audit Requirements in accordance with 45 CFR Part 45.

14 7. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its
15 performance reporting with City's representative, Nicole Sun; nicole.sun@longbeach.gov.
16 CONTRACTOR shall provide any reports requested by City regarding performance of the
17 Agreement in the form requested by City and shall be provided in a timely manner as
18 requested by City and as outlined in Exhibit "A."

19 8. TERMINATION. The City may, in its sole discretion, terminate this
20 Agreement for convenience or otherwise, without recourse, liability or penalty against City,
21 upon written notice to CONTRACTOR. Additionally:

22 A. In the event CONTRACTOR fails to perform or comply with an
23 obligation or a term, condition or provision of this Agreement, the City may notify the
24 CONTRACTOR in writing of the delay or nonperformance, and if not cured in five
25 (5) working days, the City may terminate this Agreement in its entirety, or any part
26 thereof, or the City may, upon written notice to CONTRACTOR, terminate this
27 Agreement for cause, without further notice or opportunity to cure. Such notification
28 will state the effective date of termination, and if no effective date is specified, the

1 effective date will be the date of the notification.

2 B. City and CONTRACTOR may mutually agree to terminate this
3 Agreement. City in its sole discretion will determine if, as part of the agreed
4 termination, CONTRACTOR is required to return any or all the disbursed funds.

5 C. Termination is not an exclusive remedy but will be in addition
6 to any other rights and remedies provided in equity, by law, or under this Agreement.
7 Following termination by City, CONTRACTOR shall continue to be obligated to City
8 for the return of funds in accordance with applicable provisions of this Agreement.
9 In the event of termination under this section, City's obligation to reimburse
10 CONTRACTOR is limited to allowable costs incurred and paid by the
11 CONTRACTOR prior to the effective date of termination, and any allowable costs
12 determined by City in its sole discretion to be reasonable and necessary to cost-
13 effectively wind up the Agreement. Termination of this Agreement for any reason
14 or expiration of this Agreement shall not release the parties from any liability or
15 obligation set forth in this Agreement that is expressly stated to survive any such
16 termination or expiration.

17 D. Notwithstanding any expiration or termination of this
18 Agreement, the rights and obligations pertaining to the funding, cooperation, and
19 provision of additional information, return of funds, audit rights, records retention,
20 public information, and any other provision implying survivability shall remain in
21 effect after the expiration or termination of this Agreement.

22 E. In the event of termination under this Section, City shall pay
23 CONTRACTOR for services satisfactorily performed and costs incurred up to the
24 effective date of termination for which CONTRACTOR has not been previously
25 paid. The procedures for payment in paragraph 3 with regard to invoices shall
26 apply. Within five (5) working days of the effective date of termination and as a
27 condition for City's final payment to CONTRACTOR, CONTRACTOR shall deliver
28 to City all Data developed or accumulated in the performance of this Agreement,

1 whether in draft or final form, or in process.

2 9. RECAPTURE OF FUNDS AND AUTHORITY TO WITHHOLD
3 MONEY DUE. The discretionary right of City to terminate this Agreement for convenience
4 notwithstanding, City shall have the right to terminate the Agreement and to recapture and
5 be reimbursed for any payments made by City: (i) that are not allowed under applicable
6 laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement,
7 including any unapproved expenditures. The City may also withhold such amounts due or
8 to become payable under this Agreement to the CONTRACTOR as may be necessary to
9 protect the City against liability or to satisfy the obligations of the CONTRACTOR to the
10 CITY.

11 10. CONFLICT OF INTEREST SAFEGUARDS. The CONTRACTOR will
12 establish safeguards to prohibit its employees from using their positions for a purpose that
13 constitutes or presents the appearance of personal or organizational conflict of interest or
14 personal gain, whether for themselves or others, particularly those with whom they have
15 family, business, or other ties. The CONTRACTOR will operate with complete
16 independence and objectivity without actual, potential, or apparent conflict of interest with
17 respect to its performance under this Agreement.

18 11. FRAUD, WASTE, AND ABUSE. The CONTRACTOR understands
19 that City does not tolerate any type of fraud, waste, or misuse of funds. City's policy is to
20 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities
21 and providing guidelines to enforce controls. Any violations of law or standards of ethical
22 conduct will be investigated, and appropriate actions will be taken. The CONTRACTOR
23 understands and agrees that misuse of award funds may result in a range of penalties,
24 including suspension of current and future funds, suspension or debarment from federal,
25 state, and City grants, recoupment of monies provided under an award, and civil and/or
26 criminal penalties.

27 12. SEVERABILITY. If any provisions of this Agreement are rendered or
28 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be

1 modified or deleted in such manner so as to afford the party for whose benefit it was
2 intended the fullest benefit commensurate with making this Agreement, as modified,
3 enforceable, and the remainder of this Agreement and the application of such provision to
4 other persons or circumstances shall not be affected thereby, but shall be enforced to the
5 greatest extent permitted by applicable law.

6 13. AMBIGUITIES. To the extent the terms and conditions of this
7 Agreement do not address a particular circumstance or are otherwise unclear or
8 ambiguous, such terms and conditions are to be construed consistent with the general
9 objectives, expectations, and purposes of this Agreement and in all cases, according to its
10 fair meaning. The parties acknowledge that each party and its counsel have reviewed this
11 Agreement and that any rule of construction to the effect that any ambiguities are to be
12 resolved against the drafting party shall not be employed in the interpretation of this
13 Agreement. Any vague, ambiguous, or conflicting terms shall be interpreted and construed
14 in such a manner as to accomplish the purpose of the Agreement.

15 14. INDEPENDENT CONTRACTOR. In performing its services,
16 CONTRACTOR is and shall act as an independent contractor and not an employee,
17 representative or agent of City. CONTRACTOR shall have control of CONTRACTOR'S
18 work and the manner in which it is performed. CONTRACTOR shall be free to contract for
19 similar services to be performed for others during this Agreement. CONTRACTOR
20 acknowledges and agrees that (a) City will not withhold taxes of any kind from
21 CONTRACTOR'S compensation; (b) City will not secure workers' compensation or pay
22 unemployment insurance to, for or on CONTRACTOR'S behalf; and (c) City will not provide
23 and CONTRACTOR is not entitled to any of the usual and customary rights, benefits, or
24 privileges of City employees. CONTRACTOR expressly warrants that neither
25 CONTRACTOR nor any of CONTRACTOR'S employees or agents shall represent
26 themselves to be employees or agents of City.

27 15. INSURANCE.

28 A. As a condition precedent to the effectiveness of this

1 Agreement, CONTRACTOR shall procure and maintain, at CONTRACTOR's
2 expense for the duration of this Agreement, from insurance companies that are
3 admitted to write insurance in California and have ratings of or equivalent to A:V by
4 A.M. Best Company or from authorized non-admitted insurance companies subject
5 to Section 1763 of the California Insurance Code and that have ratings of or
6 equivalent to A:VIII by A.M. Best Company, the following insurance:

7 (a) Commercial general liability insurance (equivalent in scope to
8 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
9 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
10 coverage shall include but not be limited to broad form contractual liability,
11 cross liability, independent contractors' liability, and products and
12 completed operations liability. City, its boards and commissions, and their
13 officials, employees and agents shall be named as additional insureds by
14 endorsement (on City's endorsement form or on an endorsement equivalent
15 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
16 shall contain no special limitations on the scope of protection given to City,
17 its boards and commissions, and their officials, employees and agents. This
18 policy shall be endorsed to state that the insurer waives its right of
19 subrogation against City, its boards and commissions, and their officials,
20 employees and agents.

21 (b) Workers' Compensation insurance as required by the California
22 Labor Code and employer's liability insurance in an amount not less than
23 \$1,000,000. This policy shall be endorsed to state that the insurer waives
24 its right of subrogation against City, its boards and commissions, and their
25 officials, employees and agents.

26 (c) Professional liability or errors and omissions insurance in an
27 amount not less than \$1,000,000 per claim and in aggregate covering the
28 services provided pursuant to this Agreement.

1 (d) Commercial automobile liability insurance (equivalent in scope
2 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
3 amount not less than \$500,000 combined single limit per accident.

4 (e) Electronic data processing liability and cyberspace/online
5 liability in an amount not less than One Million Dollars (\$1,000,000) per
6 claim covering the services provided pursuant to this Agreement.

7 B. Any self-insurance program, self-insured retention, or
8 deductible must be separately approved in writing by City's Risk Manager or
9 designee and shall protect City, its officials, employees and agents in the same
10 manner and to the same extent as they would have been protected had the policy
11 or policies not contained retention or deductible provisions.

12 C. Each insurance policy shall be endorsed to state that coverage
13 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
14 written notice to City, shall be primary and not contributing to any other insurance
15 or self-insurance maintained by City, and shall be endorsed to state that coverage
16 maintained by City shall be excess to and shall not contribute to insurance or self-
17 insurance maintained by CONTRACTOR. CONTRACTOR shall notify City in writing
18 within five (5) days after any insurance has been voided by the insurer or cancelled
19 by the insured.

20 D. If this coverage is written on a "claims made" basis, it must
21 provide for an extended reporting period of not less than one hundred eighty (180)
22 days, commencing on the date this Agreement expires or is terminated, unless
23 CONTRACTOR guarantees that CONTRACTOR will provide to City evidence of
24 uninterrupted, continuing coverage for a period of not less than three (3) years,
25 commencing on the date this Agreement expires or is terminated.

26 E. CONTRACTOR shall require that all sub-contractors used by
27 CONTRACTOR in the performance of these services maintain insurance in
28 compliance with this Section unless otherwise agreed in writing by City's Risk

1 Manager or designee.

2 F. Prior to the start of performance, CONTRACTOR shall deliver
3 to City certificates of insurance and the endorsements for approval as to sufficiency
4 and form. In addition, CONTRACTOR shall, within thirty (30) days prior to expiration
5 of the insurance, furnish to City certificates of insurance and endorsements
6 evidencing renewal of the insurance. City reserves the right to require complete
7 certified copies of all policies of CONTRACTOR and sub-contractors, at any time.
8 CONTRACTOR shall make available to City's Risk Manager or designee all books,
9 records and other information relating to this insurance, during normal business
10 hours.

11 G. Any modification or waiver of these insurance requirements
12 shall only be made with the approval of City's Risk Manager or designee. Not more
13 frequently than once a year, City's Risk Manager or designee may require that
14 CONTRACTOR and sub-contractor change the amount, scope or types of
15 coverages required in this Section if, in his or her sole opinion, the amount, scope
16 or types of coverages are not adequate.

17 H. The procuring or existence of insurance shall not be construed
18 or deemed as a limitation on liability relating to CONTRACTOR's performance or as
19 full performance of or compliance with the indemnification provisions of this
20 Agreement.

21 16. INDEMNITY.

22 A. CONTRACTOR shall indemnify, protect and hold harmless
23 City, its Boards, Commissions, and their officials, employees and agents
24 ("Indemnified Parties"), from and against any and all liability, claims, demands,
25 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,
26 penalties, costs and expenses, arising or alleged to have arisen, in whole or in part,
27 out of or in connection with (1) CONTRACTOR'S breach or failure to comply with
28 any of its obligations contained in this Agreement, including any obligations arising

1 from the Program's compliance with or failure to comply with applicable laws,
2 including all applicable federal and state labor requirements including, without
3 limitation, the requirements of California Labor Code section 1770 et seq. or (2)
4 negligent or willful acts, errors, omissions or misrepresentations committed by
5 CONTRACTOR, its officers, employees, agents, sub-CONTRACTORS, or anyone
6 under CONTRACTOR'S control, in the performance of work or services under this
7 Agreement (collectively "Claims" or individually "Claim").

8 B. In addition to CONTRACTOR'S duty to indemnify,
9 CONTRACTOR shall have a separate and wholly independent duty to defend
10 Indemnified Parties at CONTRACTOR'S expense by legal counsel approved by
11 City, from and against all Claims, and shall continue this defense until the Claims
12 are resolved, whether by settlement, judgment or otherwise. No finding or judgment
13 of negligence, fault, breach, or the like on the part of CONTRACTOR shall be
14 required for the duty to defend to arise. City shall notify CONTRACTOR of any
15 Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist
16 CONTRACTOR, as may be reasonably requested, in the defense.

17 C. If a court of competent jurisdiction determines that a Claim was
18 caused by the sole negligence or willful misconduct of Indemnified Parties,
19 CONTRACTOR'S costs of defense and indemnity shall be (1) reimbursed in full if
20 the court determines sole negligence by the Indemnified Parties, or (2) reduced by
21 the percentage of willful misconduct attributed by the court to the Indemnified
22 Parties.

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

25 17. LAWS AND REGULATIONS. The CONTRACTOR shall be
26 responsible for being fully informed of all City, state and federal laws, ordinances, codes,
27 rules and regulations, which in any manner may affect this Agreement and the performance
28 thereof.

1 18. REMEDIES NOT EXCLUSIVE. The express provision herein of
2 certain measures that may be exercised by the City for its protection shall not be construed
3 to preclude the City from exercising any other or further legal or equitable right to protect
4 its interests.

5 19. JURISDICTION/VENUE. This Agreement shall be construed in
6 accordance with the laws of the State of California, and the venue for any legal actions
7 brought by any party with respect to this Agreement shall be the County of Los Angeles,
8 State of California for state actions and the Central District of California for any federal
9 actions. CONTRACTOR shall cause all work performed in connection with the Program to
10 be performed in compliance with (1) all applicable laws, ordinances, rules and regulations
11 of federal, state, county or municipal governments or agencies (including, without limitation,
12 all applicable federal and state labor standards, including the prevailing wage provisions of
13 sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and
14 regulations of any fire marshal, health officer, building inspector, or other officer of every
15 governmental agency now having or hereafter acquiring jurisdiction.

16 20. ASSIGNMENT. The CONTRACTOR may not assign rights or duties
17 under an award, or subcontract delivery of services, without the prior written consent of the
18 City. Such consent shall not relieve the CONTRACTOR of liability in the event of default
19 by its assignee.

20 21. CONSTRUCTION OF AGREEMENT. The masculine shall be
21 deemed to embrace and include the feminine and the singular shall be deemed to embrace
22 and include the plural whenever required in the context of this Agreement.

23 22. NOTICES. Any notices to be given under this Agreement shall be
24 given in writing. Such notices may be served by personal delivery, facsimile transmission
25 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall
26 be effective two (2) calendar days after the date of mailing of the same, and when served
27 by facsimile transmission or personal delivery shall be effective upon receipt. For the
28 purposes hereof, the address of City, and the proper person to receive any such notices

1 on its behalf, is: Nicole Sun; nicole.sun@longbeach.gov; and the address of
2 CONTRACTOR as indicated above.

3 23. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no
4 representations as to the tax consequences associated with the disbursement of funds
5 related to this Agreement, and any determination related to this issue is the sole
6 responsibility of the CONTRACTOR. CONTRACTOR acknowledges consulting with its
7 own tax advisors or tax attorneys regarding this transaction or having had an opportunity
8 to do so prior to signing this Agreement. CONTRACTOR acknowledges the City cannot
9 provide advice regarding the tax consequences or implications of the funds disbursed to
10 CONTRACTOR under the terms of this Agreement.

11 24. OWNERSHIP OF DATA. All materials, information and data
12 prepared, developed, assembled or recorded by CONTRACTOR or furnished to
13 CONTRACTOR in connection with this Agreement, including but not limited to documents,
14 estimates, calculations, studies, maps, graphs, charts, computer disks, computer source
15 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
16 information, material, memorandum, binary files (e.g. user-submitted attachments), all
17 tabular data, data gathered/generated during the course of CONTRACTOR providing end-
18 user support, helpline phone recordings, and grant applicant/beneficiary information
19 ("Data") shall be the exclusive property of City. Data shall be given to City, in a format
20 identified by City, and City shall have the unrestricted right to use and disclose the Data in
21 any manner and for any purpose without payment of further compensation to
22 CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR
23 warrants that Data shall not be made available to any person or entity for use without the
24 prior approval of City. This warranty shall survive termination of this Agreement.

25 25. DATA ACCESS. City strongly prefers programmatic access to
26 software systems via a well-documented Application Programming Interface (API) using
27 modern frameworks. Other preferred means of data access include direct connections with
28 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or

1 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within seven (7)
2 calendar days of a request by City, CONTRACTOR shall make available to the City all
3 Data contained within any system(s) covered as part of this Agreement in a non-
4 proprietary, machine-readable format.

5 26. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential
6 and shall not disclose the Data or use the Data directly or indirectly, other than in the course
7 of performing its services, during the term of this Agreement or following expiration or
8 termination of this Agreement. In addition, CONTRACTOR shall keep confidential all
9 information, whether written, oral or visual, obtained by any means whatsoever in the
10 course of performing its services for the same period of time. CONTRACTOR shall not
11 disclose any or all of the Data to any third party or use it for CONTRACTOR'S own benefit
12 or the benefit of others except for the purpose of this Agreement.

13 27. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable
14 for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates
15 CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly
16 available without breach of this Agreement by CONTRACTOR; or (c) a third party who has
17 a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or
18 (d) must be disclosed pursuant to subpoena or court order.

19 28. COPYRIGHTS AND PATENT RIGHTS.

20 A. CONTRACTOR shall place the following copyright protection
21 on all Data: © City of Long Beach, California ____, inserting the appropriate year.

22 B. City reserves the exclusive right to seek and obtain a patent or
23 copyright registration on any Data or other result arising from CONTRACTOR'S
24 performance of this Agreement. By executing this Agreement, CONTRACTOR
25 assigns any ownership interest CONTRACTOR may have in the Data to City.

26 C. CONTRACTOR warrants that the Data does not violate or
27 infringe any patent, copyright, trade secret or other proprietary right of any other
28 party. CONTRACTOR agrees to and shall protect, defend, indemnify, and hold City,

1 its officials and employees harmless from any and all claims, demands, damages,
2 loss, liability, causes of action, costs or expenses (including reasonable attorney's
3 fees) whether or not reduced to judgment, arising from any breach or alleged breach
4 of this warranty.

5 29. COUNTERPART AND ELECTRONIC SIGNATURES: This
6 Agreement may be executed in one or more counterparts, each of which shall constitute
7 an original and all of which when taken together shall constitute one Agreement. The
8 reference to "electronic signatures" in this Agreement shall include images of manually
9 executed signatures transmitted by facsimile or other electronic format (including, without
10 limitation, "pdf", "tif" or "jpg") and other electronic signatures (a.k.a. "eSignatures") or digital
11 signatures (including, without limitation, DocuSign and Adobe Sign). The use of electronic
12 signatures herein, or in any amendments to this Agreement, and any electronic records
13 related to this Agreement (including, without limitation, any contract or other record created,
14 generated, sent, communicated, received, or stored by electronic means), shall be of the
15 same legal effect, validity and enforceability as a manually executed signature or use of a
16 paper-based record-keeping system to the fullest extent permitted by applicable law.

17 30. SIGNATURE AUTHORITY. By signing this Agreement, each
18 individual executing this Agreement on behalf of the CONTRACTOR represents and
19 warrants that such individual has been duly authorized by any necessary action of the
20 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the
21 CONTRACTOR to the terms of this Agreement.

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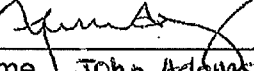
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

COMMUNITY MEDICAL WELLNESS CENTERS, USA, a California nonprofit corporation

December 22, 2022

By 
Name Sompia Paigne
Title Chief Executive Officer

December 22, 2022

By 
Name John Adams
Title Vice President of Medical operations

"CONTRACTOR"

CITY OF LONG BEACH, a municipal corporation

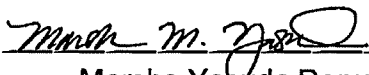
January 03, 2023

By 
Name Linda F. Japen

"City"
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on December 28, 2022.

DAWN MCINTOSH: City Attorney

By 
Name Marsha Yasuda
Title Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

**EXHIBIT A
Scope of Work**

Project Activity	Health Equity Community Projects: Covid-19 Education and Vaccination Outreach
Contractor	Community Medical Wellness Centers USA (Hereinafter referred to as "Contractor")

I. Project Summary

The City of Long Beach (City), Department of Health and Human Service (Health Department), is partnering with community organizations to implement Health Equity Community Projects aimed at addressing the systemic racism and pre-existing conditions that created the inequitable differences in COVID-19 hospitalizations, as well as to address the impact of the COVID-19 pandemic in the most at-risk, historically underserved, and under-resourced communities. Funding will be provided for the implementation of key activities for the communities most impacted by COVID-19.

II. Goals

Goals of this Program include the following:

- Reduce COVID-19 health disparities, ensuring no further exacerbation in unequal experience related to COVID-19 hospitalizations.
- Engage communities disproportionately impacted by COVID-19 and invest in improving the social determinants of health and mitigating historical inequities.
- Connect communities disproportionately impacted by COVID-19 to fundamental services and resources that will support their recovery and build resilience for the future.

III. Scope of Work:

SERVICE	IMPLEMENTATION and MEASUREMENT	TIMELINE
COVID-19 Education Workshops	Organize 70-88 workshops on COVID-19 prevention, use of PPE, and vaccine. The goal is to have 20 participants in each workshop. Submit Tools and Documentation: <ul style="list-style-type: none"> • Reporting Tool • Workshop Sign-in sheets • Event pictures and flyers 	Contract Execution – 12/1/23 Ex. Quarter 1 Milestone: 480 (20 ppl per workshop X twice per week X 3 months) participants reached Quarter 2 Milestone: 480 participants reached

	<ul style="list-style-type: none"> • Post survey from attendees • Incentives log 	<p>Quarter 3 Milestone: 480 participants reached</p> <p>Quarter 4 Milestone: 480 participants reached</p>
<p>COVID-19 Outreach and Mobile Testing/Vaccination</p>	<p>CMWC will provide testing and vaccinations 3 times weekly to a minimum of 1,000 participants through a Mobile Clinic.</p> <p>CMWC will collaborate with community-based organizations, faith-based organizations, City of Long Beach, supermarkets, and the small business community in Long Beach to distribute informational materials, promote the Mobile Clinic and to host the Mobile Clinic for Census Tracts identified by the City as hard to reach communities and those communities most impacted by Covid19.</p> <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Reporting Tool • Number vaccinated • Number of tests • Mobile outreach schedule and Outreach results. 	<p>Contract Execution – 12/1/23</p> <p>Ex, Quarter 1 Milestone: 120 – 240 (10 – 20 people per clinic X three clinics per week X 3 months) participants reached</p> <p>Quarter 2 Milestone: 120 – 240 participants reached</p> <p>Quarter 3 Milestone: 120 – 240 participants reached</p> <p>Quarter 4 Milestone: 120 – 240 participants reached</p>
<p>Participate in City's Multicultural Health Council</p>	<p>CMWC staff will participate in the Health Department's Multicultural Health Council on a quarterly basis. Participation will support Covid-19 education and vaccination outreach activities, informing culturally-competent service delivery and improving health outcomes in the community."</p> <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Attendance log (date/time and attendee) 	<p>Contract Execution – 12/1/23</p>

IV. Performance Metrics

Several metrics will track the allocation of funds, the degree to which the services were implemented as planned, and program participation. Contractor will communicate any discrepancies in subrecipient reporting to the City representative for immediate follow-up and prompt resolution. Contractor will work with community members to determine service reach, frequency, and impact. Contractor will provide a cumulative report to the City representative to share the fund’s impact on the community in Long Beach. Contractor will work with the City representative to analyze process variables for data collection which will include:

Direct Service Metrics	Description
Number of people served	Report the number of people served. These should be unduplicated counts where possible. Include number of people served, location of residence or event, age, race/ethnicity, gender, sexual orientation.
Type of resource/referral/education	Report the types of resources, referrals or education provided to the community served.
Qualitative Report: Completed by Contractor using Quarterly Report template provided by the City.	Complete narrative responses using the reporting template provided by the City. Provide supplemental pictures or materials produced for the program via email to City representative with report and invoice.

The Health Department is committed to building strong partnerships with community organizations to achieve health equity. This work cannot be done alone. As partners, we are committed to treating one another with dignity and respect, discussing processes and exploring how they can be improved, building trust, and establishing good communication to manage conflicts or issues before and as they are occurring. As part of this Contract, contractor commits to creating and maintaining good partnerships with the Health Department, other organizations in the community, and community members or clients engaged in the course of work.

V. Deliverables, Invoices and Payment Schedule

City will issue payments according to the payment schedule below. Following the initial advance payment, the following payments will be made contingent upon progress toward deliverables, completion of reporting, and participation in required contract management meetings to be held at the discretion of the City’s Program Manager.

Deliverables	Reporting Tool/Invoices Due	Payout
Recruitment and training of staff	25% Advance	\$56,250.00
Quarter 1 Qualitative Report and Invoice for services provided during December 1, 2022 – March 31, 2023	April 17, 2023	\$42,187.50
Quarter 2 Qualitative Report and Invoice for services provided during April 1, 2023 – June 30, 2023	July 17, 2023	\$42,187.50
Quarter 3 Qualitative Report and Invoice for services provided during July 1, 2023 – September 30, 2023	October 17, 2023	\$42,187.50
Quarter 4 Final Qualitative Report and Invoice for services provided during September 1, 2023 – December 1, 2023	December 18, 2023	\$42,187.50

EXHIBIT "B"

Project Name: COVID-19 Education and Vaccination Outreach

COST NARRATIVE	Updated Budget
PERSONNEL EXPENSES - Hourly time for staff directly supporting this project. For any personnel cost, back up documentation will be required. Ex. 1.0 FTE, .5 FTE *Personnel Expenses include fringe benefits*	
Education/Outreach Manager 1FTE	\$ 54,929
Nurse Practitioner .5 FTE	\$ 60,915
Case manager 1FTE	\$ 40,000
Admin Support (Front Desk, Mobile Van scheduling, general admin support to the program)	\$ 9,142
Medical Assistant 1.0 FTE	\$ 38,857
Total Personnel	\$ 203,843
NON-PERSONNEL/OTHER EXPENSES	
Mileage expense: 4,680 miles over the course of the program at \$0.625 per mile	\$ 2,925
Total Non-Personnel/Other Expenses	\$ 2,925
SUBTOTAL EXPENSES (excluding Indirect/Overhead)	\$ 206,768
INDIRECT/OVERHEAD EXPENSE	
(Not to exceed 10% of Expenses)	\$ 18,232
TOTAL EXPENSES	
(Personnel + Non-Personnel/Other + Indirect Costs)	\$ 225,000