

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1 AGREEMENT

2 **35599**

3 THIS AGREEMENT is made and entered, in duplicate, as of June 29, 2020,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on May 21, 2019, by and between ST. MARY MEDICAL
6 CENTER FOUNDATION, a California nonprofit corporation ("Contractor"), with offices
7 located at 1050 Linden Ave, Long Beach, CA 90813 and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with tracking sexually transmitted disease ("STD") cases and
11 serving as a liaison between the hospital, CARE Clinic, and the City's Department of Health
12 & Human Services to help ensure tracking information is correctly captured on forms; assist
13 with STD screenings, outreach, education and referrals, specifically for homeless clients
14 or those with unstable housing; and use technology and digital platforms to enhance
15 immediate access to partner notification and treatment ("Project"); and

16 WHEREAS, City has selected Contractor in accordance with City's
17 administrative procedures using Request for Qualifications HE18-099 ("RFQ") to acquire
18 On-Call Public Health & Human Services Community Partners, incorporated herein by this
19 reference, and through a limited Request for Proposal ("RFP") from the vendors identified
20 through the Request for Qualifications process as qualified, referenced as readily available
21 vendors with the appropriate skillset and subject matter expertise to provide public health
22 programming and/or content-specific technical assistance, the City has determined that
23 Contractor and its employees are qualified, licensed, if so required, and experienced in
24 performing these specialized services; and

25 WHEREAS, City desires to have Contractor perform these specialized
26 services, and Contractor is willing and able to do so on the terms and conditions in this
27 Agreement;

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505-1-18-15-12

1 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
2 conditions in this Agreement, the parties agree as follows:

3 1. SCOPE OF WORK OR SERVICES.

4 A. Contractor shall furnish specialized services more particularly
5 described in Exhibit "A", attached to this Agreement and incorporated by this
6 reference, in accordance with the standards of the profession, and City shall pay for
7 these services in the manner described below, not to exceed Eighty Four Thousand
8 Nine Hundred Eleven Dollars (\$84,911) annually, at the rates or charges shown in
9 Exhibit "B".

10 B. City shall pay Contractor in due course of payments following
11 receipt from Contractor and approval by City of invoices showing the services or
12 task performed, the time expended (if billing is hourly), and the name of the Project.
13 Contractor shall certify on the invoices that Contractor has performed the services
14 in full conformance with this Agreement and is entitled to receive payment. Each
15 invoice shall be accompanied by a progress report indicating the progress to date
16 of services performed and covered by the invoice, including a brief statement of any
17 Project problems and potential causes of delay in performance, and listing those
18 services that are projected for performance by Contractor during the next invoice
19 cycle. Where billing is done and payment is made on an hourly basis, the parties
20 acknowledge that this arrangement is either customary practice for Contractor's
21 profession, industry or business, or is necessary to satisfy audit and legal
22 requirements which may arise due to the fact that City is a municipality.

23 C. Contractor represents that Contractor has obtained all
24 necessary information on conditions and circumstances that may affect its
25 performance and has conducted site visits, if necessary.

26 D. By executing this Agreement, Contractor warrants that
27 Contractor (a) has thoroughly investigated and considered the scope of services to
28 be performed, (b) has carefully considered how the services should be performed,

1 and (c) fully understands the facilities, difficulties and restrictions attending
2 performance of the services under this Agreement. If the services involve work upon
3 any site, Contractor warrants that Contractor has or will investigate the site and is
4 or will be fully acquainted with the conditions there existing, prior to commencement
5 of services set forth in this Agreement. Should Contractor discover any latent or
6 unknown conditions that will materially affect the performance of the services set
7 forth in this Agreement, Contractor must immediately inform the City of that fact and
8 may not proceed except at Contractor's risk until written instructions are received
9 from the City.

10 E. Contractor must adopt reasonable methods during the life of
11 the Agreement to furnish continuous protection to the work, and the equipment,
12 materials, papers, documents, plans, studies and other components to prevent
13 losses or damages, and will be responsible for all damages, to persons or property,
14 until acceptance of the work by the City, except those losses or damages as may
15 be caused by the City's own negligence.

16 F. CAUTION: Contractor shall not begin work until this
17 Agreement has been signed by both parties and until Contractor's evidence of
18 insurance has been delivered to and approved by City.

19 2. TERM. The term of this Agreement shall commence at midnight on
20 July 1, 2020, and shall terminate at 11:59 p.m. on June 30, 2021, unless sooner terminated
21 as provided in this Agreement, or unless the services or the Project is completed sooner.
22 The City shall have the option to extend the term for three (3) additional one-year periods,
23 at the discretion of the City Manager.

24 3. COORDINATION AND ORGANIZATION.

25 A. Contractor shall coordinate its performance with City's
26 representative, if any, named in Exhibit "C", attached to this Agreement and
27 incorporated by this reference. Contractor shall advise and inform City's
28 representative of the work in progress on the Project in sufficient detail so as to

1 assist City's representative in making presentations and in holding meetings on the
2 Project. City shall furnish to Contractor information or materials, if any, described in
3 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
4 perform any other tasks described in the Exhibit.

5 B. The parties acknowledge that a substantial inducement to City
6 for entering this Agreement was and is the reputation and skill of Contractor's key
7 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
8 reference. City shall have the right to approve any person proposed by Contractor
9 to replace that key employee.

10 4. INDEPENDENT CONTRACTOR. In performing its services,
11 Contractor is and shall act as an independent contractor and not an employee,
12 representative or agent of City. Contractor shall have control of Contractor's work and the
13 manner in which it is performed. Contractor shall be free to contract for similar services to
14 be performed for others during this Agreement; provided, however, that Contractor acts in
15 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
16 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
17 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
18 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
19 the usual and customary rights, benefits or privileges of City employees. Contractor
20 expressly warrants that neither Contractor nor any of Contractor's employees or agents
21 shall represent themselves to be employees or agents of City.

22 5. INSURANCE.

23 A. As a condition precedent to the effectiveness of this
24 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
25 duration of this Agreement, from insurance companies that are admitted to write
26 insurance in California and have ratings of or equivalent to A:V by A.M. Best
27 Company or from authorized non-admitted insurance companies subject to Section
28 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII

1 by A.M. Best Company, the following insurance:

2 (a) Commercial general liability insurance (equivalent in scope to
3 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
4 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
5 coverage shall include but not be limited to broad form contractual liability,
6 cross liability, independent contractors liability, and products and completed
7 operations liability. City, its boards and commissions, and their officials,
8 employees and agents shall be named as additional insureds by
9 endorsement (on City's endorsement form or on an endorsement equivalent
10 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
11 shall contain no special limitations on the scope of protection given to City,
12 its boards and commissions, and their officials, employees and agents. This
13 policy shall be endorsed to state that the insurer waives its right of
14 subrogation against City, its boards and commissions, and their officials,
15 employees and agents.

16 (b) Workers' Compensation insurance as required by the California
17 Labor Code and employer's liability insurance in an amount not less than
18 \$1,000,000. This policy shall be endorsed to state that the insurer waives
19 its right of subrogation against City, its boards and commissions, and their
20 officials, employees and agents.

21 (c) Professional liability or errors and omissions insurance in an
22 amount not less than \$1,000,000 per claim.

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

26 B. Any self-insurance program, self-insured retention, or
27 deductible must be separately approved in writing by City's Risk Manager or
28 designee and shall protect City, its officials, employees and agents in the same

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manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

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

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

E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

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

1 hours.

2 G. Any modification or waiver of these insurance requirements
3 shall only be made with the approval of City's Risk Manager or designee. Not more
4 frequently than once a year, City's Risk Manager or designee may require that
5 Contractor, Contractor's sub-Contractors and contractors change the amount,
6 scope or types of coverages required in this Section if, in his or her sole opinion, the
7 amount, scope or types of coverages are not adequate.

8 H. The procuring or existence of insurance shall not be construed
9 or deemed as a limitation on liability relating to Contractor's performance or as full
10 performance of or compliance with the indemnification provisions of this Agreement.

11 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
12 contemplates the personal services of Contractor and Contractor's employees, and the
13 parties acknowledge that a substantial inducement to City for entering this Agreement was
14 and is the professional reputation and competence of Contractor and Contractor's
15 employees. Contractor shall not assign its rights or delegate its duties under this
16 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
17 of City, except that Contractor may with the prior approval of the City Manager of City,
18 assign any moneys due or to become due Contractor under this Agreement. Any
19 attempted assignment or delegation shall be void, and any assignee or delegate shall
20 acquire no right or interest by reason of an attempted assignment or delegation.
21 Furthermore, Contractor shall not subcontract any portion of its performance without the
22 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
23 or contractor without approval prior to the substitution. Nothing stated in this Section shall
24 prevent Contractor from employing as many employees as Contractor deems necessary
25 for performance of this Agreement.

26 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
27 certifies that, at the time Contractor executes this Agreement and for its duration,
28 Contractor does not and will not perform services for any other client which would create a

1 conflict, whether monetary or otherwise, as between the interests of City and the interests
2 of that other client. And, Contractor shall obtain similar certifications from Contractor's
3 employees, sub-Contractors and contractors.

4 8. MATERIALS. Contractor shall furnish all labor and supervision,
5 supplies, materials, tools, machinery, equipment, appliances, transportation and services
6 necessary to or used in the performance of Contractor's obligations under this Agreement,
7 except as stated in Exhibit "D".

8 9. OWNERSHIP OF DATA. All materials, information and data
9 prepared, developed or assembled by Contractor or furnished to Contractor in connection
10 with this Agreement, including but not limited to documents, estimates, calculations,
11 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
12 models, reports, summaries, drawings, designs, notes, plans, information, material and
13 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
14 and City shall have the unrestricted right to use and disclose the Data in any manner and
15 for any purpose without payment of further compensation to Contractor. Copies of Data
16 may be retained by Contractor but Contractor warrants that Data shall not be made
17 available to any person or entity for use without the prior approval of City. This warranty
18 shall survive termination of this Agreement for five (5) years.

19 10. TERMINATION. Either party shall have the right to terminate this
20 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
21 prior notice to the other party. In the event of termination under this Section, City shall pay
22 Contractor for services satisfactorily performed and costs incurred up to the effective date
23 of termination for which Contractor has not been previously paid. The procedures for
24 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
25 termination, Contractor shall deliver to City all Data developed or accumulated in the
26 performance of this Agreement, whether in draft or final form, or in process. And,
27 Contractor acknowledges and agrees that City's obligation to make final payment is
28 conditioned on Contractor's delivery of the Data to City.

1 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
2 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
3 performing its services, during the term of this Agreement and for five (5) years following
4 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
5 all information, whether written, oral or visual, obtained by any means whatsoever in the
6 course of performing its services for the same period of time. Contractor shall not disclose
7 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
8 of others except for the purpose of this Agreement.

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

15 13. ADDITIONAL SERVICES. The City has the right at any time during
16 the performance of the services, without invalidating this Agreement, to order extra work
17 beyond that specified in the RFQ or make changes by altering, adding to or deducting from
18 the work. No extra work may be undertaken unless a written order is first given by the City,
19 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
20 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
21 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
22 City Representative. Any greater increases, taken either separately or cumulatively, must
23 be approved by the City Council. It is expressly understood by Contractor that the
24 provisions of this paragraph do not apply to services specifically set forth in the RFQ or
25 reasonably contemplated in the RFQ. Contractor acknowledges that it accepts the risk
26 that the services to be provided pursuant to the RFQ may be more costly or time consuming
27 than Contractor anticipates and that Contractor will not be entitled to additional
28 compensation for the services set forth in the RFQ.

1 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
2 from any amount payable to Contractor (whether or not arising out of this Agreement) any
3 amounts the payment of which may be in dispute or that are necessary to compensate the
4 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
5 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
6 performing or failing to perform Contractor's obligations under this Agreement. In the event
7 that any claim is made by a third party, the amount or validity of which is disputed by
8 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
9 City may withhold from any payment due, without liability for interest because of the
10 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
11 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
12 indemnify and protect the City as elsewhere provided in this Agreement.

13 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
14 amended, nor any provision or breach waived, except in writing signed by the parties which
15 expressly refers to this Agreement.

16 16. LAW. This Agreement shall be construed in accordance with the laws
17 of the State of California, and the venue for any legal actions brought by any party with
18 respect to this Agreement shall be the County of Los Angeles, State of California for state
19 actions and the Central District of California for any federal actions. Contractor shall cause
20 all work performed in connection with construction of the Project to be performed in
21 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
22 county or municipal governments or agencies (including, without limitation, all applicable
23 federal and state labor standards, including the prevailing wage provisions of sections 1770
24 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
25 marshal, health officer, building inspector, or other officer of every governmental agency
26 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
27 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
28 conflict with any applicable laws, but the remainder of the Agreement will remain in full

1 force and effect.

2 17. PREVAILING WAGES.

3 A. Consultant agrees that all public work (as defined in California
4 Labor Code section 1720) performed pursuant to this Agreement (the "Public
5 Work"), if any, shall comply with the requirements of California Labor Code sections
6 1770 *et seq.* City makes no representation or statement that the Project, or any
7 portion thereof, is or is not a "public work" as defined in California Labor Code
8 section 1720.

9 B. In all bid specifications, contracts and subcontracts for any
10 such Public Work, Consultant shall obtain the general prevailing rate of per diem
11 wages and the general prevailing rate for holiday and overtime work in this locality
12 for each craft, classification or type of worker needed to perform the Public Work,
13 and shall include such rates in the bid specifications, contract or subcontract. Such
14 bid specifications, contract or subcontract must contain the following provision: "It
15 shall be mandatory for the contractor to pay not less than the said prevailing rate of
16 wages to all workers employed by the contractor in the execution of this contract.
17 The contractor expressly agrees to comply with the penalty provisions of California
18 Labor Code section 1775 and the payroll record keeping requirements of California
19 Labor Code section 1771."

20 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
21 constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 19. INDEMNITY.

24 A. Consultant shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, including attorneys' fees, court costs, expert and witness fees,

1 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
2 in part, out of or in connection with (1) Consultant's breach or failure to comply with
3 any of its obligations contained in this Agreement, including all applicable federal
4 and state labor requirements including, without limitation, the requirements of
5 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
6 omissions or misrepresentations committed by Consultant, its officers, employees,
7 agents, subcontractors, or anyone under Consultant's control, in the performance
8 of work or services under this Agreement (collectively "Claims" or individually
9 "Claim").

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

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

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

26 20. FORCE MAJEURE. If any party fails to perform its obligations
27 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
28 labor or materials or reasonable substitutes for labor materials, governmental restrictions,

1 governmental regulations, governmental controls, judicial orders, enemy or hostile
2 governmental action, civil commotion, fire or other casualty, or other causes beyond the
3 reasonable control of the party obligated to perform, then that party's performance will be
4 excused for a period equal to the period of such cause for failure to perform.

5 21. AMBIGUITY. In the event of any conflict or ambiguity between this
6 Agreement and any Exhibit, the provisions of this Agreement shall govern.

7 22. NONDISCRIMINATION.

8 A. In connection with performance of this Agreement and subject
9 to applicable rules and regulations, Contractor shall not discriminate against any
10 employee or applicant for employment because of race, religion, national origin,
11 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
12 disability. Contractor shall ensure that applicants are employed, and that employees
13 are treated during their employment, without regard to these bases. These actions
14 shall include, but not be limited to, the following: employment, upgrading, demotion
15 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
16 or other forms of compensation; and selection for training, including apprenticeship.

17 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
18 accordance with the provisions of the Ordinance, this Agreement is subject to the
19 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
20 Long Beach Municipal Code, as amended from time to time.

21 A. During the performance of this Agreement, the Consultant
22 certifies and represents that the Consultant will comply with the EBO. The
23 Consultant agrees to post the following statement in conspicuous places at its place
24 of business available to employees and applicants for employment:

25 "During the performance of a contract with the City of Long Beach, the
26 Consultant will provide equal benefits to employees with spouses and its
27 employees with domestic partners. Additional information about the City of
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1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

3 B. The failure of the Consultant to comply with the EBO will be
4 deemed to be a material breach of the Agreement by the City.

5 C. If the Consultant fails to comply with the EBO, the City may
6 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
7 to become due under the Agreement may be retained by the City. The City may
8 also pursue any and all other remedies at law or in equity for any breach.

9 D. Failure to comply with the EBO may be used as evidence
10 against the Consultant in actions taken pursuant to the provisions of Long Beach
11 Municipal Code 2.93 et seq., Contractor Responsibility.

12 E. If the City determines that the Consultant has set up or used its
13 contracting entity for the purpose of evading the intent of the EBO, the City may
14 terminate the Agreement on behalf of the City. Violation of this provision may be
15 used as evidence against the Consultant in actions taken pursuant to the provisions
16 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

17 24. NOTICES. Any notice or approval required by this Agreement shall
18 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
19 postage prepaid, addressed to Contractor at the address first stated above, and to City at
20 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
21 to the City Clerk at the same address. Notice of change of address shall be given in the
22 same manner as stated for other notices. Notice shall be deemed given on the date
23 deposited in the mail or on the date personal delivery is made, whichever occurs first.

24 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
25 that Contractor has not employed or retained any entity or person to solicit or obtain this
26 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
27 commission or other monies based on or from the award of this Agreement. If Contractor
28 breaches this warranty, City shall have the right to terminate this Agreement immediately

1 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
2 due under this Agreement or otherwise recover the full amount of the fee, commission or
3 other monies.

4 26. WAIVER. The acceptance of any services or the payment of any
5 money by City shall not operate as a waiver of any provision of this Agreement or of any
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
7 Agreement shall not constitute a waiver of any other or subsequent breach of this
8 Agreement.

9 27. CONTINUATION. Termination or expiration of this Agreement shall
10 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
11 18, 21 and 28 prior to termination or expiration of this Agreement.

12 28. TAX REPORTING. As required by federal and state law, City is
13 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
14 Contractor shall be solely responsible for payment of all federal and state taxes resulting
15 from payments under this Agreement. Contractor shall submit Contractor's Employer
16 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
17 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
18 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
19 Contractor provides one of these numbers.

20 29. ADVERTISING. Contractor shall not use the name of City, its officials
21 or employees in any advertising or solicitation for business or as a reference, without the
22 prior approval of the City Manager or designee.

23 30. AUDIT. City shall have the right at all reasonable times during the
24 term of this Agreement and for a period of five (5) years after termination or expiration of
25 this Agreement to examine, audit, inspect, review, extract information from and copy all
26 books, records, accounts and other documents of Contractor relating to this Agreement.

27 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
28 designed to or entered for the purpose of creating any benefit or right for any person or

1 entity of any kind that is not a party to this Agreement.

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

4 ST. MARY MEDICAL CENTER
5 FOUNDATION, a California nonprofit
6 corporation

7 July 8, 2020

By Michael J. Neil
8 Name MICHAEL J. NEILS
9 Title PRESIDENT

10 July 10, 2020

By [Signature]
11 Name Robin D. Perry
12 Title Board Chair

13 "Contractor"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 August 11, 2020

By [Signature]
17 EXECUTED PURSUANT
18 TO SECTION 301 OF
19 "City" THE CITY CHARTER

20 This Agreement is approved as to form on August 10, 2020.

21 CHARLES PARKIN, City Attorney

22 By [Signature]
23 Deputy

24 OFFICE OF THE CITY ATTORNEY
25 CHARLES PARKIN, City Attorney
26 411 West Ocean Boulevard, 9th Floor
27 Long Beach, CA 90802-4511

EXHIBIT "A"

SCOPE OF WORK
City of Long Beach RFQ HE18-099
STD Prevention, Testing and Treatment
Term: 4/1/2020-6/30/2022
St. Mary Medical Center Foundation

TASK	Activities	Performance Indicators/Deliverables	Timeline
1	<p><u>CARE Outpatient Clinic</u> Ensure timely investigation of all reported reactive serologic tests for syphilis according to local protocols and CDPH recommendations.</p>	<ul style="list-style-type: none"> Percent of early syphilis cases among prioritized population (pregnant women, men who have sex with women, and MSM), with at least one partner treated within 30 days before or after index client specimen collection. 	4/1/2020-6/30/2022
2	<p><u>St. Mary Medical Center Emergency Department</u> Ensure timely investigation of all reported reactive serologic tests for syphilis according to local protocols and CDPH recommendations.</p>	<ul style="list-style-type: none"> Percent of neonates exposed to syphilis with appropriate infant medical evaluation and treatment per CDC recommendations. Percent of early syphilis cases among prioritized population (pregnant women, men who have sex with women, MSM) with at least one partner treated within 30 days before or after index client specimen collection. 	4/1/2020-6/30/2022
3	<p><u>CARE Outpatient Clinic</u> Conduct STD screening among people who are homeless or unstably housed, including referrals and linkage to care.</p>	<ul style="list-style-type: none"> Description of outreach and testing submitted to Long Beach Health Department/CDPH. Number of people receiving STD testing. Number and percent of people diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2%). Number and percent of people diagnosed with STDs that received treatment, by STD. (Target: at least 90%). 	4/1/2020-6/30/2022
4	<p>Use technology and digital platforms to enhance immediate access to partner notification and treatment.</p>	<ul style="list-style-type: none"> Description of digital platforms submitted to Long Beach Health Department/CDPH. Number of syphilis cases for which digital platforms are used for partner notification. Number and percent of partners notified of exposure to STD. 	4/1/2020-6/30/2022

Page 2 of 2
SCOPE OF WORK
City of Long Beach RFQ HE18-099
STD Prevention, Testing and Treatment
Term: 4/1/2020-6/30/2022
St. Mary Medical Center Foundation

TASK	Activities	Performance Indicators/Deliverables	Timeline
5	<p>Use technology and digital platforms, including Tik Tok, geo-targeted mobile/web display ads, search, and other social media apps to enhance immediate access to STD screening, testing and treatment.</p>	<ul style="list-style-type: none"> • Description of digital platforms submitted to Long Beach Health Department/CDPH. • Number of people receiving STD tests via linkage through platform. • Number and percent of people diagnosed with chlamydia, gonorrhea, or syphilis, by STD (Target: at least 2% for any STD). • Number and percent of people with positive tests that received treatment, by STD. (Target: at least 90%). 	4/1/2020-6/30/2022

EXHIBIT “B”

**St. Mary Medical Center Foundation
Budget Narrative
For
City of Long Beach RFQ HE18-099
STD Prevention, Testing and Treatment
Year 2
July 1, 2020 – June 30, 2021**

PERSONNEL

Disease Intervention Specialist (TBH) – Responsible for tracking STD cases and serving as a liaison between the hospital, CARE Clinic, and the COLB Health Department to help ensure tracking information is correctly captured on forms; assist with STD screenings, outreach, education and referrals, specifically for homeless clients or those with unstable housing; and, use technology and digital platforms to enhance immediate access to partner notification and treatment. At a monthly salary of \$4,285, we are requesting \$51,420/1.0 FTE for this position for Year 2.

Program Manager – Will have administrative oversight of the Disease Intervention Specialist and the overall project. At a monthly salary of \$9,587, we are requesting \$2,301/.02 FTE for this position for Year 2.

Fringe Benefits – Are paid at an average of 32% of base salary. We are requesting \$17,191 in fringe benefits for Year 2.

OPERATING EXPENSES

General Office Expense – Includes office and miscellaneous supplies used for the project. We are requesting \$184 for Year 2.

Rent – (@ \$2.48/sq. ft. x 125 sq. ft.x12 months = \$3,720.00) + common area (4.2% FTE x \$2.48/sq ft. x 3,034.50/sq x 12 months = \$3,792.88). We are requesting \$7,513 for rent for Year 2.

Telephone - @ \$25 /month x 12 months. We are requesting \$300 for telephone expenses for Year 2.

Duplication/Printing – Replenishing informational/educational material distributed that supports the project. We are requesting \$180 for Year 2.

TRAVEL – Disease Intervention Specialist will attend meetings, conduct site visits to provide screenings and outreach. Mileage rate @ 57.5 cents per mile @ 112.17 miles/month. We are requesting \$1,346 for travel for Year 2.

INDIRECT COSTS – We are requesting COLB Health Department allow 6.31% of personnel and benefits, \$4,476, for indirect costs for Year 2.

St. Mary Medical Foundation is requesting \$84,911 for Year 2 of the grant.

**Exhibit B, Attachment I
Budget
Year 2
July 1, 2020 – June 30, 2021**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Disease Investigation Intervention specialist (TBH)	\$4,285	100%	12	\$51,420
Program Manager	\$9,587	2%	12	\$2,301
Classification	\$0	0%	12	\$0
Total Personnel				\$53,721
Fringe Benefits @	32%			\$17,191
Total Personnel & Benefits				\$70,912

OPERATING EXPENSES

General Office Expense				\$184
Rent (\$2.48/sq. ft. x 125 sq. ft. x 12 months = \$3,720.00) plus common Area (4.2% FTE x \$2.48/sp ft. x 3034.50/sp x 12 months = 3792.88)				\$7,513
Telephone expense				\$300
Duplication/Printing (educational materials)				\$180
Total Operating Expenses				\$8,177

MAJOR EQUIPMENT (If >\$50K, please itemize) \$0

TRAVEL (meetings, site visits) \$1,346

SUBCONTRACTORS

Name of subcontractor or service to be performed \$0

Total Subcontractors \$0

OTHER COSTS \$0

INDIRECT COSTS (XX% OF PERSONNEL AND BENEFITS) 6.31% \$4,476

BUDGET GRAND TOTAL \$84,911

\$109

EXHIBIT “C”

City’s Representative(s):

Belinda Prado, HIV/STD Surveillance
Coordinator

(562) 570-4213

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):
Rose Wright, Director of Grants