

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

1 AGREEMENT

2 **35510**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 24,  
4 2019, for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on May 21, 2019, by and between ST. MARY  
6 MEDICAL CENTER FOUNDATION, a California nonprofit corporation ("Contractor"), with  
7 offices located at 1050 Linden Ave, Long Beach, CA 90813 and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with promoting healthier living by reducing tobacco-related health  
11 disparities and achieve healthy equity among priority populations in relation to the Tobacco  
12 Education Program Subcontract: Priority Populations & Multi-Unit Housing ("Project"); and

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

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

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

27 1. SCOPE OF WORK OR SERVICES.

28 A. Contractor shall furnish specialized services more particularly

1 described in Exhibit "A", attached to this Agreement and incorporated by this  
2 reference, in accordance with the standards of the profession, and City shall pay for  
3 these services in the manner described below, not to exceed Twenty-Five Thousand  
4 Dollars (\$25,000) annually with a contingency of twenty percent (20%) for a total  
5 annual contract amount not to exceed Thirty Thousand Dollars (\$30,000), at the  
6 rates or charges shown in Exhibit "B".

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

20 C. Contractor represents that Contractor has obtained all  
21 necessary information on conditions and circumstances that may affect its  
22 performance and has conducted site visits, if necessary.

23 D. By executing this Agreement, Contractor warrants that  
24 Contractor (a) has thoroughly investigated and considered the scope of services to  
25 be performed, (b) has carefully considered how the services should be performed,  
26 and (c) fully understands the facilities, difficulties and restrictions attending  
27 performance of the services under this Agreement. If the services involve work upon  
28 any site, Contractor warrants that Contractor has or will investigate the site and is

1 or will be fully acquainted with the conditions there existing, prior to commencement  
2 of services set forth in this Agreement. Should Contractor discover any latent or  
3 unknown conditions that will materially affect the performance of the services set  
4 forth in this Agreement, Contractor must immediately inform the City of that fact and  
5 may not proceed except at Contractor's risk until written instructions are received  
6 from the City.

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

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

16 2. TERM. The term of this Agreement shall commence at midnight on  
17 January 1, 2020, and shall terminate at 11:59 p.m. on December 31, 2021, unless sooner  
18 terminated as provided in this Agreement, or unless the services or the Project is  
19 completed sooner. The City shall have the option to extend the term for three (3) additional  
20 one-year periods, at the discretion of the City Manager.

21 3. COORDINATION AND ORGANIZATION.

22 A. Contractor shall coordinate its performance with City's  
23 representative, if any, named in Exhibit "C", attached to this Agreement and  
24 incorporated by this reference. Contractor shall advise and inform City's  
25 representative of the work in progress on the Project in sufficient detail so as to  
26 assist City's representative in making presentations and in holding meetings on the  
27 Project. City shall furnish to Contractor information or materials, if any, described in  
28 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall

1 perform any other tasks described in the Exhibit.

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

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

19 5. INSURANCE.

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

27 (a) Commercial general liability insurance (equivalent in scope to  
28 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than

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

13 (b) Workers' Compensation insurance as required by the California  
14 Labor Code and employer's liability insurance in an amount not less than  
15 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
16 its right of subrogation against City, its boards and commissions, and their  
17 officials, employees and agents.

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

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

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

28 C. Each insurance policy shall be endorsed to state that coverage

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

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

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

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

27 G. Any modification or waiver of these insurance requirements  
28 shall only be made with the approval of City's Risk Manager or designee. Not more

1 frequently than once a year, City's Risk Manager or designee may require that  
2 Contractor, Contractor's sub-Contractors and contractors change the amount,  
3 scope or types of coverages required in this Section if, in his or her sole opinion, the  
4 amount, scope or types of coverages are not adequate.

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

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

23 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
24 certifies that, at the time Contractor executes this Agreement and for its duration,  
25 Contractor does not and will not perform services for any other client which would create a  
26 conflict, whether monetary or otherwise, as between the interests of City and the interests  
27 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
28 employees, sub-Contractors and contractors.

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

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

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

26           11.   CONFIDENTIALITY. Contractor shall keep all Data confidential and  
27 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
28 performing its services, during the term of this Agreement and for five (5) years following



1 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
2 all information, whether written, oral or visual, obtained by any means whatsoever in the  
3 course of performing its services for the same period of time. Contractor shall not disclose  
4 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
5 of others except for the purpose of this Agreement.

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

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

26 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
27 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
28 amounts the payment of which may be in dispute or that are necessary to compensate the

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

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

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

27 17. PREVAILING WAGES.

28 A. Consultant agrees that all public work (as defined in California

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

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

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

20 19. INDEMNITY.

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

1 and state labor requirements including, without limitation, the requirements of  
2 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
3 omissions or misrepresentations committed by Consultant, its officers, employees,  
4 agents, subcontractors, or anyone under Consultant's control, in the performance  
5 of work or services under this Agreement (collectively "Claims" or individually  
6 "Claim").

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

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

21 D. The provisions of this Section shall survive the expiration or  
22 termination of this Agreement.

23 20. FORCE MAJEURE. If any party fails to perform its obligations  
24 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
25 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
26 governmental regulations, governmental controls, judicial orders, enemy or hostile  
27 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
28 reasonable control of the party obligated to perform, then that party's performance will be

1 excused for a period equal to the period of such cause for failure to perform.

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

4 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

13 24. NOTICES. Any notice or approval required by this Agreement shall  
14 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
15 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
16 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
17 to the City Clerk at the same address. Notice of change of address shall be given in the  
18 same manner as stated for other notices. Notice shall be deemed given on the date  
19 deposited in the mail or on the date personal delivery is made, whichever occurs first.

20 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
21 that Contractor has not employed or retained any entity or person to solicit or obtain this  
22 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
23 commission or other monies based on or from the award of this Agreement. If Contractor  
24 breaches this warranty, City shall have the right to terminate this Agreement immediately  
25 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
26 due under this Agreement or otherwise recover the full amount of the fee, commission or  
27 other monies.

28 26. WAIVER. The acceptance of any services or the payment of any

1 money by City shall not operate as a waiver of any provision of this Agreement or of any  
2 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
3 Agreement shall not constitute a waiver of any other or subsequent breach of this  
4 Agreement.

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

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

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

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

23           31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
24 designed to or entered for the purpose of creating any benefit or right for any person or  
25 entity of any kind that is not a party to 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.

ST. MARY MEDICAL CENTER FOUNDATION, a California nonprofit corporation

2-27-20, 2020

By Michael J. Neils  
Name MICHAEL J. NEILS  
Title PRESIDENT / CFO

2-27-20, 2020

By David M. Galonde  
Name David M. Galonde  
Title Chairman

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 30, 2020

By Rebecca G. Gannes  
Name Rebecca G. Gannes  
Title City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

This Agreement is approved as to form on March 25, 2020.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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



# EXHIBIT "A"



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

The City of Long Beach (COLB) is soliciting quotes to identify firms to partner as subcontractors. A single project may require one or more subcontractors to provide programmatic or technical expertise. Providing a quote does not guarantee selection. This Request for Quotes is not transferable and is subject to the same terms and conditions listed in RFQ HE18-099. Selected contractor(s) will be notified in writing.

### SCOPE OF WORK *To Be Completed by COLB Program Staff*

Project Name: Tobacco Education Program Subcontract: Priority Populations & Multi-Unit Housing

Throughout the contract term, [Funded project] shall work in collaboration with program staff to:

- I. Attend TEP SOW Sub-Contractor and implementation training
- II. Meet with the Program Coordinator monthly to monitor progress
- III. Attend required quarterly Coalition for a Smoke Free Long Beach meetings.
- IV. Submit monthly Progress Reports and invoices using provided templates, on the 6th working day of each month.
- V. In addition, the successful agency must have the capacity to address all the services described in the Scope of Work (SOW) below:
  - a. Recruit 5-7 participants and provide interpretation services for each of 4 focus groups on various topics
  - b. Survey 50-100 tenants to collect data about attitudes, and perceptions regarding exposure to secondhand smoke in multi-unit housing settings
    - i. Contractor will survey 25-50 tenants per quarter [Q1-Q4]
  - c. Conduct 5-10, 15-30 minute presentations to 5-10 community groups
    - i. Contractor will conduct a minimum of 1-3 presentations per quarter [Q1-Q4]
  - d. Host 3 tables/booths annually at community and health fairs to educate about the benefits of

Is an interview or oral presentation needed? YES  Tentative Date: \_\_\_\_\_  
NO

If a section below is checked, complete the corresponding section on the following pages, and upload the entire document to PlanetBids by \_\_\_\_\_ on \_\_\_\_\_:

#### Part (A) – Narrative: (3 pages max)

- Relevant programmatic logic model(s)
- Scope of work, including description of expected outcomes, goals, objectives, process outputs, and activities to measure impact
- Staff qualifications and availability

#### Part (B) – Budget: (2 pages max)

- Rate sheet on file
- Proposed budget and budget narrative

For questions regarding this solicitation, please contact Richard L. Nuñez at Richard.L.Nunez@Longbeach.gov.



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

### **PART (A) – NARRATIVE** *To Be Completed by Applicant*

(3 pages max)

Relevant programmatic logic model(s). Upload separate document, if needed.

Scope of work, including description of goals, expected outcomes, objectives, process outputs, and activities to measure impact. Upload separate document, if needed.

Staff qualifications and availability. Upload separate document, if needed.



## RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

**PART (B) – BUDGET** *To Be Completed by Applicant*

(2 pages max)

Rate sheet on file

Proposed budget and budget narrative. Please attach budget separately, if needed.



# St. Mary Medical Center Foundation

A Dignity Health Member

*On behalf of Families in Good Health, (FiGH), St. Mary Medical Center Foundation humbly submits the following request for \$25,000 to subcontract with the City of Long Beach Department of Health & Human Services Tobacco Education Program, to provide Spanish and Khmer community approaches directed towards policy and systems change, focused on tobacco use prevention and reduction of secondhand smoke exposure in multi-unit housing.*

## Background/History

St. Mary Medical Center (St. Mary) is a 389-bed, acute care, nonprofit hospital that offers a full range of inpatient, outpatient, and related health and wellness services to the greater Long Beach area. Founded in 1923 by the Sisters of Charity of the Incarnate Word, the medical center has remained an important institution to the communities it serves. St. Mary became a member of Dignity Health – formerly Catholic Healthcare West (CHW) – in 1996. In February 2019, Dignity Health and Catholic Health Initiatives (CHI) announced an alignment together to create CommonSpirit Health; a new, nonprofit, Catholic, health system focused on advancing health for all people and serving communities at 700 care sites and 142 hospitals in 21 states. Both Dignity Health and CHI will retain the names of local facilities and services in the communities where they are located.

Recognized by the government as a Disproportionate Share Hospital (DSH) – eligible to receive partial compensation for treating a high percentage of indigent and very low income patients – St. Mary is tasked with providing care to the majority of low-income residents in the city of Long Beach regardless of their background or ability to pay for services. The communities which the hospital primarily serves suffer disproportionately from high rates of poverty, unemployment, and lack of insurance when compared to the city at-large and the state of California as a whole.

Families in Good Health, (FiGH), is a community-based program operating under St. Mary. Initially known as Southeast Asian Health Project (SEAHP), FiGH was established in 1987 as a joint venture between St. Mary and United Cambodian Community to create a partnership between the community and health care. With a focus on Hispanic/Latino and Asian/Pacific Islander ethnic communities in Long Beach, FiGH has developed and implemented innovative, culturally-appropriate outreach, education and case management services.

## **A. Qualifications and Experience**

The area served by St. Mary has a particularly high density of Asian/Pacific Islander community members with whom FiGH has worked in close partnership with since inception. As a program of St. Mary, FiGH has the administrative and resource support of both the hospital and the Dignity Health System. Specifically, the hospital provides work space for FiGH and enables the program to efficiently utilize existing human resources support systems.

The mission of FiGH is to build capacity within communities to increase access to needed health and social resources. The program has a long standing and extensive history of providing health education

and prevention intervention services, especially to the Hispanic/Latino populations which make up the majority of our service area (47.8%), and the Cambodian population which – according to Oxford Research Encyclopedia of American History – is the largest concentrated community of Cambodians outside of Southeast Asia.

FiGH has the demonstrated capacity in community organizing, planning, health education and promotion, training, coalition and consensus building, advocacy and the effective use of culturally and linguistically competent media to influence community perceptions and norms. Our experience includes activities and endeavors specific to tobacco control. For example, FiGH is currently in year-two of administering a 60-month, \$1.9 million grant awarded from The California Department of Health, California Tobacco Control Program, to convene and facilitate collaborative efforts to create and support new youth-led tobacco control policies focused on the Asian/Pacific Islander community in Los Angeles County.

In addition, over the past 10-years, FiGH has received subcontract funding from APPEAL (Asian Pacific Partners for Empowerment, Advocacy and Leadership) to work as a community partner on multiple community-based, participatory research projects with a focus on engaging the Cambodian community. Examples of these projects include:

- APPEAL TRDRP Project: Conducted Tobacco Advertising Mapping and developed a program to counteract advertising in Long Beach, while collecting comparison data between Long Beach and Pasadena. Our goals included identifying and understanding the environmental characteristics associated with tobacco among Asian/Pacific Islander (API) youth from primarily two communities: Cambodians and Chamorros. Study partners included: APPEAL, Guam Communication Network (GCN), EM3, Asian Pacific Physiological Services (APPS), Washington Asian/Pacific Islander Families Against Substance Abuse (WAPIFASA), and California State University, Fullerton (CSUF)
- APPEAL ECHOES (Empowering Communities for Health Opportunity, Equity and Sustainability): To increase awareness of evidence-based and practice-based strategies that make healthier choices the easier choices for Asian American (AA) and NHPI communities through effective collaboration, dissemination, and communication, and to advance implementation of these strategies. FiGH involvement included: “Good Eats Safe Streets Skate Day” event at McBride Park in February 2014 to promote Healthy Eating and Active Living; and “The Air We Breathe”, a theater performance to address the air quality in Long Beach (FiGH was involved by helping create skits for the performance).
- APPEAL COMPLEAT (Community-led Policies and Leadership to Eliminate Disparities for Asian Americans and Pacific Islanders on Tobacco): This project was a CBPR study that explored how API communities can engage in the policy process. FiGH focused its efforts on the Cambodian community funded by a National Institutes of Health Community-Based Participatory Research planning grant.

While FiGH has more recently focused its tobacco education programs on targeting Asian/Pacific Islander populations, FiGH presents with the capacity to dedicate tobacco control advocacy efforts in the Hispanic/Latino populations as evidenced below:

- In 1990, while doing business as the SEAHP, FiGH received one of the first competitive grants from the Tobacco Control Section of the Department of Health Services, to work in the Southeast Asian and Hispanic/Latino communities in Long Beach. The project’s strategies

included focusing on children and the ill effects of environmental tobacco smoke (ETS). The project recognized the importance of influencing community and cultural norms through social marketing.

- In 1992, FiGH/SEAHP received its first tobacco control funding from the Los Angeles County Department of Health Services for a program targeting culturally-diverse youth in Long Beach. The objectives of this project included: educating youth on the effects of tobacco use, developing peer tobacco control advocates, and the production of an educational tobacco control video for youth of color.
- In 1993-94, FiGH/SEAHP worked closely with the Long Beach Tobacco Education Project (TEP), the LLA and the Long Beach Smoke Free Coalition to get the Long Beach City Council to pass one of the toughest tobacco control ordinances at that time not only in California but nationwide. Working together, to support a common goal, these groups rallied the ethnic communities to testify before the City Council in support of ordinances to deter tobacco use and protect individuals from the negative effects of secondhand smoke.
- As a founding member of the Long Beach City Tobacco Education Program Committee, FiGH conducted merchant surveys of tobacco advertising and placement. After compiling the data collected through the survey, FiGH was responsible for returning to these businesses to educate them on how tobacco advertising and placement influences youth to purchase tobacco. A part of the education included the contents of the new Long Beach ordinance on tobacco signage.

### *Scope of Work*

FiGH will work in collaboration with the City of Long Beach Department of Health & Human Services Tobacco Education Program (TEP) to promote a healthier Long Beach by reducing tobacco-related health disparities and achieve health equity among Asian/Pacific Islander and Hispanic/Latino populations. FiGH will provide Spanish and Khmer community approaches directed towards policy and systems change, focused on tobacco use prevention and reduction of secondhand smoke exposure in multi-unit housing.

Throughout the contract term, [Funded project] shall work in collaboration with program staff to:

- I. Attend TEP SOW Sub-Contractor and implementation training
- II. Meet with the Program Coordinator monthly to monitor progress
- III. Attend required quarterly Coalition for a Smoke Free Long Beach meetings.
- IV. Submit monthly Progress Reports and invoices using provided templates, on the 6th working day of each month.
- V. In addition, the successful agency must have the capacity to address all the services described in the Scope of Work (SOW) below:
  - a. Recruit 5-7 participants and provide interpretation services for each of 4 focus groups on various topics
  - b. Survey 50-100 tenants to collect data about attitudes, and perceptions regarding exposure to secondhand smoke in multi-unit housing settings
    - i. Contractor will survey 25-50 tenants per quarter [Q1-Q4]
  - c. Conduct 5-10, 15-30 minute presentations to 5-10 community groups
    - i. Contractor will conduct a minimum of 1-3 presentations per quarter [Q1-Q4]
  - d. Host 3 tables/booths annually at community and health fairs to educate about the benefits of smoke-free housing

- i. Contractor will host of 1 table/booth per quarter [Q2-Q4]
- e. Conduct 2-4, 60-90 minute trainings for approximately 5-10 community members, and collaborative partners to increase their knowledge on SFMUH
  - i. Contractor will conduct a minimum of 1 training per quarter [Q2-Q4]
- f. Collect a minimum of 600 petitions and to build a mailing list and demonstrate community support.
  - i. Contractor will collect 150 petitions per quarter [Q1-Q4]
- g. Assist the Tobacco Education Program with the planning and implementation of 1 smoke-free multi-unit housing community forum

**B. Minimum /Maximum Hours per month, Days of the Week, Times of the Day**

Four identified staff members will spend between 132-149 hours per month on this project. This time includes weekdays, weekends, days and evenings and will be based on the scheduling needs of the community with which we are engaging.



**C. Project Budget**

**Families in Good Health (FiGH)  
Tobacco Education Program Subcontract  
Priority Populations & Multi-Unit Housing**

<b><i>Personnel Expenses</i></b>	
Agency Manager (2.5% FTE)	\$ 1,986
Program Manager (5% FTE)	\$ 3,312
Project Coordinator (10% FTE)	\$ 5,853
Youth Organizer (25% FTE)	\$ 8,736
Benefits @ 32.4%	\$ 4,727
<i>Subtotal Personnel Expenses</i>	\$ 24,615
<b><i>Non-Personnel Expenses</i></b>	
Printing (Educational Materials, Survey Forms, Etc.)	\$ 385
<i>Subtotal Non Personnel Expenses</i>	\$ 385
<b>Total Proposed Budget</b>	<b>\$ 25,000</b>

**D. Additional Terms and/or Conditions**

FiGH intends to work with the City of Long Beach Health & Human Services to ensure needed documents are translated in Khmer and Spanish,

**E. Three Professional Reference:**

1. Gisele L. Fong, PhD  
Program Manager, Long Beach  
The California Endowment  
1000 North Alameda Street  
Los Angeles, CA 900813  
(213) 928-8800  
[gfong@Calendow.org](mailto:gfong@Calendow.org)
2. Rod Lew, MPH  
Executive Director, APPEAL (Asian Pacific Partners for Empowerment, Advocacy and Leadership)  
424 3<sup>rd</sup> Street, Suite 220  
Oakland, CA 94607  
(510) 350-7169  
[rodlew@appealforhealth.org](mailto:rodlew@appealforhealth.org)

3. Susana Sngiem, MSW  
Executive Director, United Cambodian Community  
2201 East Anaheim Street, Suite 200  
Long Beach, CA 90804  
(562) 433-2490  
[susana.sngiem@ucclb.org](mailto:susana.sngiem@ucclb.org)

**F. Proof of Insurance – Additional Documents**

Proof of insurance and complete additional documents as required by the City of Long Beach will be provided upon request.

# EXHIBIT “B”

*On behalf of Families in Good Health, (FiGH), St. Mary Medical Center Foundation humbly submits the following request for \$25,000 to subcontract with the City of Long Beach Department of Health & Human Services Tobacco Education Program, to provide Spanish and Khmer community approaches directed towards policy and systems change, focused on tobacco use prevention and reduction of secondhand smoke exposure in multi-unit housing.*

**A. Proposed Budget and Budget Narrative**

**Families in Good Health (FiGH)  
Tobacco Education Program Subcontract  
Priority Populations & Multi-Unit Housing**

<b><i>Personnel Expenses</i></b>	
Agency Manager (2.5% FTE) Charged with directly supervising the Program Manager and provide operational support where needed. She will provide overall guidance to the Program Manager towards the implementation of the program.	\$ 1,986
Program Manager (5% FTE) Responsible for the macro management of the program, including reporting requirements and participation in required meetings.	\$ 3,312
Project Coordinator (10% FTE) Will support the Youth Organizer in executing community program activities, building community partnership opportunities as well as facilitating focus groups.	\$ 5,853
Youth Organizer (25% FTE) Responsible for the day-to-day implementation of the program (including survey administration and data collection activities).	\$ 8,736
Benefits @ 32.4%	\$ 4,727
<b><i>Subtotal Personnel Expenses</i></b>	<b>\$ 24,615</b>
<b><i>Non-Personnel Expenses</i></b>	
Printing (Educational Materials, Survey Forms, Etc.)	\$ 385
<b><i>Subtotal Non Personnel Expenses</i></b>	<b>\$ 385</b>
<b>Total Proposed Budget</b>	<b>\$ 25,000</b>

**B. Additional Terms and/or Conditions**

FiGH intends to work with the City of Long Beach Health & Human Services to ensure needed documents are translated in Khmer and Spanish,

**C. Three Professional References:**

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2. Rod Lew, MPH  
Executive Director, APPEAL (Asian Pacific Partners for Empowerment, Advocacy and Leadership)<sup>1</sup>  
424 3<sup>rd</sup> Street, Suite 220  
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[rodlew@appealforhealth.org](mailto:rodlew@appealforhealth.org)
  
3. Susana Sngiem, MSW  
Executive Director, United Cambodian Community  
2201 East Anaheim Street, Suite 200  
Long Beach, CA 90804  
(562) 433-2490  
[susana.sngiem@ucclb.org](mailto:susana.sngiem@ucclb.org)

**D. Proof of Insurance – Additional Documents**

Proof of insurance and complete additional documents as required by the City of Long Beach will be provided upon request.

# EXHIBIT “C”

City’s Representative(s):

Richard L. Nuñez, TEP Program Coordinator

(562) 570-7930

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

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