

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

1 AGREEMENT
2 **36241**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 17,
4 2022, 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 February 15, 2022, by and between DIGNITY
6 HEALTH, doing business as, ST. MARY MEDICAL CENTER, a California corporation
7 ("Contractor"), with a place of business at 1050 Linden Avenue, Long Beach, California,
8 90813, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with outreach, education, and intake to make referrals to
11 Immigrant Defenders Law Center to determine eligibility for representation through the
12 Long Beach Justice Fund ("Project"); and

13 WHEREAS, City has selected Contractor in accordance with City's
14 administrative procedures using a Request for Proposals ("RFP"), attached hereto as
15 Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor
16 and its employees are qualified, licensed, if so required, and experienced in performing
17 these specialized services; and

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

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

23 1. SCOPE OF WORK OR SERVICES.

24 A. Contractor shall furnish specialized services more particularly
25 described in Exhibit "A-2", attached to this Agreement and incorporated by this
26 reference, in accordance with the standards of the profession, and City shall pay for
27 these services in the manner described below, not to exceed Twenty Thousand
28 Dollars (\$20,000), at the rates or charges shown in Exhibit "B".

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

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

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.

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

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

10 2. TERM. The term of this Agreement shall commence at midnight on
11 October 1, 2021, and shall terminate at 11:59 p.m. on September 20, 2022, unless sooner
12 terminated as provided in this Agreement, or unless the services or the Project is
13 completed sooner.

14 3. COORDINATION AND ORGANIZATION.

15 A. Contractor shall coordinate its performance with City's
16 representative, if any, named in Exhibit "C", attached to this Agreement and
17 incorporated by this reference. Contractor shall advise and inform City's
18 representative of the work in progress on the Project in sufficient detail so as to
19 assist City's representative in making presentations and in holding meetings on the
20 Project. City shall furnish to Contractor information or materials, if any, described in
21 Exhibit "D", attached to this Agreement and incorporated by this reference.
22 Contractor shall perform all tasks described in Exhibit "D".

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
15 duration of this Agreement, from insurance companies that are admitted to write
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best
17 Company or from authorized non-admitted insurance companies subject to Section
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California
7 Labor Code and employer's liability insurance in an amount not less than
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives
9 its right of subrogation against City, its boards and commissions, and their
10 officials, employees and agents.

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

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

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

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

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

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

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

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

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

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

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

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

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
2 models, reports, summaries, drawings, designs, notes, plans, information, material and
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
4 and City shall have the unrestricted right to use and disclose the Data in any manner and
5 for any purpose without payment of further compensation to Contractor. Copies of Data
6 may be retained by Contractor but Contractor warrants that Data shall not be made
7 available to any person or entity for use without the prior approval of City. This warranty
8 shall survive termination of this Agreement for five (5) years.

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

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

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

1 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
2 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
3 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
4 to subpoena or court order.

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

19 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
20 from any amount payable to Contractor (whether or not arising out of this Agreement) any
21 amounts the payment of which may be in dispute or that are necessary to compensate the
22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
24 performing or failing to perform Contractor's obligations under this Agreement. In the event
25 that any claim is made by a third party, the amount or validity of which is disputed by
26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
27 City may withhold from any payment due, without liability for interest because of the
28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
2 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

20 17. PREVAILING WAGES.

21 A. Consultant agrees that all public work (as defined in California
22 Labor Code section 1720) performed pursuant to this Agreement (the "Public
23 Work"), if any, shall comply with the requirements of California Labor Code sections
24 1770 *et seq.* City makes no representation or statement that the Project, or any
25 portion thereof, is or is not a "public work" as defined in California Labor Code
26 section 1720.

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

1 wages and the general prevailing rate for holiday and overtime work in this locality
2 for each craft, classification or type of worker needed to perform the Public Work,
3 and shall include such rates in the bid specifications, contract or subcontract. Such
4 bid specifications, contract or subcontract must contain the following provision: "It
5 shall be mandatory for the contractor to pay not less than the said prevailing rate of
6 wages to all workers employed by the contractor in the execution of this contract.
7 The contractor expressly agrees to comply with the penalty provisions of California
8 Labor Code section 1775 and the payroll record keeping requirements of California
9 Labor Code section 1771."

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

13 19. INDEMNITY.

14 A. Consultant shall indemnify, protect and hold harmless City, its
15 Boards, Commissions, and their officials, employees and agents ("Indemnified
16 Parties"), from and against any and all liability, claims, demands, damage, loss,
17 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
18 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
19 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
20 in part, out of or in connection with (1) Consultant's breach or failure to comply with
21 any of its obligations contained in this Agreement, including all applicable federal
22 and state labor requirements including, without limitation, the requirements of
23 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
24 omissions or misrepresentations committed by Consultant, its officers, employees,
25 agents, subcontractors, or anyone under Consultant's control, in the performance
26 of work or services under this Agreement (collectively "Claims" or individually
27 "Claim").

28 B. In addition to Consultant's duty to indemnify, Consultant shall

1 have a separate and wholly independent duty to defend Indemnified Parties at
2 Consultant's expense by legal counsel approved by City, from and against all
3 Claims, and shall continue this defense until the Claims are resolved, whether by
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
5 breach, or the like on the part of Consultant shall be required for the duty to defend
6 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
7 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
8 in the defense.

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

14 D. The provisions of this Section shall survive the expiration or
15 termination of this Agreement.

16 20. FORCE MAJEURE. If any party fails to perform its obligations
17 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
18 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
19 governmental regulations, governmental controls, judicial orders, enemy or hostile
20 governmental action, civil commotion, fire or other casualty, or other causes beyond the
21 reasonable control of the party obligated to perform, then that party's performance will be
22 excused for a period equal to the period of such cause for failure to perform.

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

25 22. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, Contractor shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
2 disability. Contractor shall ensure that applicants are employed, and that employees
3 are treated during their employment, without regard to these bases. These actions
4 shall include, but not be limited to, the following: employment, upgrading, demotion
5 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
6 or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

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

6 24. NOTICES. Any notice or approval required by this Agreement shall
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
8 postage prepaid, addressed to Contractor at the address first stated above, and to City at
9 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
10 to the City Clerk at the same address. Notice of change of address shall be given in the
11 same manner as stated for other notices. Notice shall be deemed given on the date
12 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

21 26. WAIVER. The acceptance of any services or the payment of any
22 money by City shall not operate as a waiver of any provision of this Agreement or of any
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
24 Agreement shall not constitute a waiver of any other or subsequent breach of this
25 Agreement.

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

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

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

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

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

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

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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.

DIGNITY HEALTH, doing business as, ST. MARY MEDICAL CENTER, a California corporation

3/8, 2022

By [Signature]
Name Carlyn Caldwell
Title Hospital President / CEO

_____, 2022

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 11, 2022

By [Signature]
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on March 10th, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Anita Lakhani, Deputy City Attorney

EXHIBIT "A-1"



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number CM21-078
For
The Long Beach Justice Fund

Release Date:	08/19/2021
Questions Due to the City:	08/26/2021
Posting of the Q & A:	08/31/2021
Due Date:	09/09/2021

City Contact: Tommy Ryan *Buyer* *562-570-5664*

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

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EXHIBITS

- 1 NARRATIVE QUESTIONNAIRE
- 2 COST TEMPLATE

ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE
- H INSURANCE REQUIREMENTS



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1. OVERVIEW OF PROJECT

The City of Long Beach (City) is committed to protecting the rights of its immigrant and refugee residents, who are a vital part of the community. Therefore, the Long Beach City Council adopted the Long Beach Values Act on March 13, 2018 and requested that City staff investigate the establishment of a legal defense fund for Long Beach residents facing the threat of deportation. Consequently, the City, along with 21 other jurisdictions across the country, joined the Safety and Fairness for Everyone (SAFE) Cities Initiative, and the Long Beach Justice Fund (LBJF) was created to provide funding for trained legal service providers to represent immigrants facing deportation proceedings.

Beginning October 31, 2021, the City's Office of Equity will take an expanded role which will include coordinating the direct implementation of the LBJF. The Office of Equity will be responsible for the procurement and oversight of 1) a non-profit / community-based organization (CBO) legal services provider to provide direct legal representation to immigrants facing removal, and 2) a non-profit / CBO community connection service provider to provide outreach, education, and other coordination services. Both organizations will provide different services but work together.

The LBJF has \$275,000 available to be awarded to non-profit CBOs. Up to \$215,000 of the total funding will be prioritized for the legal services provider, and the remaining \$60,000 of the funding will be prioritized for community connection services. The City anticipates awarding contracts to two organizations, one for each service.



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2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Office of Equity
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.



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3.1 SCOPE OF PROJECT - LEGAL SERVICES PROVIDER (LSP)

The awarded legal services provider (LSP) contractor will provide direct legal representation to immigrants facing removal and venued at the Los Angeles Immigration Courts, Van Nuys Immigration Court, or detained at the Adelanto or High Desert Detention Facilities. To be eligible for representation under the LBJF, an individual must at the time of the initiation of representation:

- a. Earn 200% or less of federal poverty guidelines,
- b. Be unrepresented by counsel,
- c. Have ties to Long Beach, or if detained have been a resident or employed in Long Beach immediately prior to detention by ICE; and
- d. Be in removal proceedings or detained and in removal proceedings. When capacity is limited, representation for people in detention will be prioritized. When capacity allows, representation for people who have a final order of removal is permitted if a motion to reopen removal proceedings is appropriate.

Representation under this program will be provided under the universal representation model, which means that representation is offered to as many clients as the funding allows for while ensuring person centered, zealous representation, who meet the requirements specified above, without conducting a preliminary assessment of the merits of the case (post-order representation is exempt from the merits-blind requirement). The LSP will propose a plan for intaking clients and offering representation under this model. If the client obtains a change of venue outside of immigration courts in the greater Los Angeles area (including Adelanto or High Desert), they will be required to seek other counsel. Withdrawal from representation is permitted in this circumstance, and when required for legal or ethical reasons. Additional representation services for post-conviction relief, federal habeas corpus, or post-BIA appeals are not mandated by this contract but are encouraged when merited by the issues involved. The awarded LSP shall:

- Provide representation at all stages of immigration court proceedings, including master calendar hearings, bond proceedings, competency hearings, merits hearings, a motion to reopen a final order of removal, state courts for SIJ predicate orders as applicable, USCIS applications and proceedings related to being granted relief from removal, and BIA appeals;
- Provide representation through the disposition of the case, including those cases that will be completed after the contract period;
- Coordinate with the community connection service provider to provide updates on the disposition of referrals to the extent allowed by attorney-client confidentiality requirements;
- Attend quarterly meetings with the Justice Fund Oversight Committee;
- Provide monthly updates to the Office of Equity point of contact; and
- Provide data monthly to the Vera Institute of Justice for purposes of annual reports, and generally coordinate and cooperate with Vera for data and narrative story collection for the reports.



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The ideal LSP provider should have and demonstrate:

- Expertise in immigration law, including experience in removal defense, detention work, and a broad variety of case types;
- Experience in training and supervising attorneys representing individuals in removal proceedings;
- Prior experience in program development and management, including data collection and reporting;
- Past performance under prior contracts/grants for related project services;
- A track record of productive collaboration with government agencies;
- A track record of collaborating with community-based organizations and others that provide services to detained immigrants, including psychological, occupational, language, educational, health and housing services;
- The ability to initiate services promptly after contract award and the proposed number of cases that the applicant organization proposes to represent;
- Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages; and
- Documentation showing status as a non-profit / CBO.

3.2 SCOPE OF PROJECT - COMMUNITY CONNECTION SERVICE PROVIDER

The awarded community connection service provider will work cooperatively with the awarded LSP to provide:

- Outreach and education about legal services (know your rights and awareness of the fund, who can benefit, etc.);
- Conduct intake process (obtain and track basic eligibility information) to assess needs and make referrals to the LSP;
- Coordinate communication between LSP, detained individuals, and family members;
- Monitor status of case and follow-up/track referrals. Facilitate linkages to legal representation and comprehensive support services (including but not limited to food, housing, financial assistance, additional legal services/resources);
- Develop reporting mechanism to provide ongoing communication with the City and other stakeholders, including the number of people served, the types of services provided, opportunities for strengthening collaboration;
- Integrate community members into leadership development opportunities to strengthen community participation;
- Maintain close communication with LSP and the City regarding capacity and referrals;
- Attend quarterly meetings with the Justice Fund Oversight Committee;
- Provide monthly updates to the Office of Equity point of contact; and
- Documentation showing status as a non-profit / CBO.



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4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 11:00 AM on 08/26/21. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 RFP Timeline (times indicated are Pacific Time)

<u>TASK</u>	<u>DATE/TIME</u>
Deadline for submitting questions	08/26/21 by 11:00 AM
Answers to all questions submitted available	08/31/21 by 11:00 AM
Deadline for submission of proposals	09/09/21 by 11:00 AM
Evaluation period	September 2021
Selection of Contractor	September 2021

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.



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RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 **Proposals must be received by 11:00 AM (PT) on 09/09/21.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.



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4.11 A responsive proposal will include the completed and executed in full by the Consultant of the following:

- **Narrative / Technical Proposal** – including signed **RFP Cover Page and Exhibit 1.**
- **Cost Proposal – Exhibit 2**
- **Financial Stability** – acceptable submittal types of financial stability are Financial Statement or Annual Report, Business tax return, or Statement of income and related earnings and a balance sheet. See Section 9.1
- **Attachments** - each of the following must be completed and executed in full by the Contractor and provided in this section:
 - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted.
 - Attachment C – Statement of Non-Collusion, signed and dated.
 - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated.
 - Attachment E – Contractor's W-9 and completed Vendor Application Form
 - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
 - Attachment G – Completed, signed, and dated Equal Benefits Ordinance Compliance Forms (EBO) – the EBO disclosure form and the certificate of compliance questionnaire forms.
- **Addenda** (if applicable)



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5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals from LSPs shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence, including expertise in immigration law;
 - 5.1.2 Experience in performance of comparable engagements, including working with government agencies and community-based organizations;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages;
 - 5.1.5 Financial stability;
 - 5.1.6 Conformance with the terms of this RFP; and
 - 5.1.7 Reasonableness of cost.
- 5.2 Proposals from community connection service providers shall be consistently evaluated based upon the following criteria:
 - 5.2.1 Organizational capacity to assess and process cases for referral to the awarded LSP;
 - 5.2.2 Ability to collect and report relevant data to stakeholders;
 - 5.2.3 A demonstrated track record of productive collaboration with government agencies;
 - 5.2.4 Prior experience and familiarity with the immigrant population in the City;
 - 5.2.5 The ability to initiate services promptly after contract award and the proposed number of cases that the LSP proposes to represent;
 - 5.2.6 Experience in performance of comparable engagements;
 - 5.2.7 Expertise and availability of key personnel;
 - 5.2.8 Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages.
 - 5.2.9 Financial stability;
 - 5.2.10 Conformance with the terms of this RFP; and
 - 5.2.11 Reasonableness of cost.
- 5.3 Proposals shall be kept confidential until a contract is awarded.
- 5.4 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.5 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.6 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and



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not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

- 5.7 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. **PROTEST PROCEDURES**

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.



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6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

7. **PROJECT SPECIFICATIONS**

See Section 3, Scope of Work.

8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.



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- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
 - a) Financial Statement or Annual Report;
 - b) Business tax return;
 - c) Statement of income and related earnings.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.



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9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. **COST**

See Exhibit 2.

11. **BONDS**

Not applicable.

12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the



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Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.



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- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with



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Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.



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13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for a period of 12 months with one annual renewal option at the discretion of the City. The contract term will not exceed 24 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.



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- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or



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investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.



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- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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

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

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.



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

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



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Exhibit 1

Narrative Questionnaire

Narrative Questionnaire – Legal Service Provider

If you are responding to this Request for Proposal (RFP) as a Legal Service Provider, please provide your narrative responses to the following questions:

1. Describe, generally, your organization’s qualifications as outlined in the Evaluation Criteria (Section 5.1 of the RFP). In particular, please detail your organization’s experience representing immigrants in removal proceedings for the last three years. List in the table below the number of Section 240 detained and non-detained removal cases for which your organization undertook representation in each of 2018, 2019, and 2020 years and the court locations where those cases were pending at the inception of representation.

Year	Detained	Not Detained
2018	<i>Number (by court location[s])</i>	<i>Number (by court location[s])</i>
2019		
2020		

2. Describe your plan for intaking clients. Be specific as to how you will come into contact with clients for the first time (e.g., detention center legal orientation program (LOP), detention hotline, community referrals) and how the case will be selected for representation. Which detention facility(ies) will you serve? Please describe what, if any, prior relationships you have with area detention centers that will help facilitate your program. Organizations should propose a plan for intaking and offering representations to people that is consistent with the principle of universal representation of those eligible under this contract. Please describe how your program will incorporate community referrals into your intake plan.
3. Describe your proposed program model for representing detained immigrants. Please specify how you plan to serve eligible clients and how your organization will provide a zealous and person-centered legal defense for the entire scope of the case, including for clients who are released from detention and whose cases may be pending beyond the current grant year. Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs



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and/or how you plan to address these needs when the program is at full scale. Finally, please describe how you will conduct intakes and work with clients who speak a language for which you do not have in-house capacity.

4. What is your staffing plan for your program? Please describe the positions you plan to fill and the responsibilities each will have in the program. Please attach the CVs and bar numbers of the attorneys who will lead the contracted work, and document American Immigration Lawyers Association (AILA) membership or other evidence of immigration law experience.
5. How many clients do you anticipate representing with the total public funding and the anticipated breakdown between detained and non-detained representation? Please specify the assumptions - including the status of detention center/ rates of detention / status of non-detained docket - that you are relying on to reach this number and estimated breakdown. Please respond based on client served, rather than case (i.e. if you represent someone on bond and merits, that is one client represented, not two cases). Please describe how your program plans to pace the initiation of representation for this number of clients to manage staff capacity.
6. What is start date for providing immigrant legal representation in your jurisdiction? Please describe your program implementation timeline. Please indicate if you have already hired staff to work under this funding. Indicate if you have already started providing legal services. If you have not hired staff, please indicate your expected timeline to staff up and start accepting clients under this funding. Please describe how your program will collaborate and engage with key community stakeholders to educate the community about the program.
7. Please describe how your organization plans to grow and sustain your publicly funded program over the next two years. Please include information about the organizations, coalitions, and/or public figures in your jurisdiction who are supportive of the universal representation program and who are critical to building public support for the program. Please also include information regarding how you will engage clients, family members, and immigrant community members in your efforts to raise awareness and grow your program and how impacted communities will become aware of your work.
8. The Vera Institute of Justice has created a secure online database and will be collecting data on the legal services performed by the LSPs for the purposes of program management and reporting. Please indicate your willingness and plan to cooperate with Vera's data collection efforts. Please indicate which staff will be inputting data on to the database and how often this will be done. Also indicate which staff will be finalizing the submission of the data to Vera. Specifically address your organization's capabilities to continue to report on all cases represented by your organization under this grant through the ultimate dispositions of those cases, some of which will inevitably continue long after the end date of the subcontract.
9. Provide a Budget Narrative to accompany your Budget Worksheet (see template). Narratives should describe each line item in the budget. In other words, you should list every staff person included in the Personnel section of the Budget Worksheet and briefly describe their duties.



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For the Other than Personnel Expenses (OTPE) line items, please briefly describe each item and what is included in your calculation so that it is clear what is being covered by subcontract funds. Budget's should be prepared based on a one-time payment for the cases listed in Question 5.

10. Please attach your organization's operating budget for the current fiscal year.

11. Share additional information as you see fit, including any additional funding available to your organization to support the proposed services.



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Narrative Questionnaire – Community Connection Service Providers

If you are responding to this Request for Proposal (RFP) as a Community Connection Service Provider, please provide your narrative responses to the following questions:

1. Describe, generally, your organization's qualifications as outlined in the Evaluation Criteria (Section 5.2 of the RFP).
2. Describe your plan for intaking and referring clients to the partnering Legal Service Provider.
3. What is your staffing plan for your program? Please describe the position(s) you plan to fill and the responsibilities they will have in the program. Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs and/or how you plan to address these needs when the program is at full scale.
4. Provide a Budget Narrative to accompany your Budget Worksheet (see template).
5. Please attach your organization's operating budget for the current fiscal year.
6. Share additional information as you see fit, including any additional funding available to your organization to support the proposed services.



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Exhibit 2

Cost Templates

Legal Service Provider Budget Template

Organization:			
Address:			
Date Prepared:			
Prepared By:			
SAMPLE Staff Expenses			
	<i>Position Examples</i>	<i>% FTE</i>	<i>Total</i>
	Supervising Attorney		
	Senior Staff Attorney		
	Staff Attorney		
	Social Worker		
	Legal Assistant		
	Other		
TOTAL STAFF EXPENSES			
SAMPLE Non-Staff Expenses			
Overhead (rent, utilities etc.)- or each item can be separate			
Interpretation/Translation			
Travel			
Insurance			
Equipment, Materials & Supplies			
Other			
TOTAL NON-STAFF EXPENSES			
TOTAL BUDGET			



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Community Connection Service Provider Budget Template

Organization:			
Address:			
Date Prepared:			
Prepared By:			
SAMPLE Staff Expenses			
<i>Staff Name</i>	<i>Position Examples</i>	<i>% FTE</i>	<i>Total</i>
	Referral/Outreach Supervisor/Manager		
	Referral/Outreach Coordinator		
	Other		
TOTAL STAFF EXPENSES			
SAMPLE Non-Staff Expenses			
Overhead (rent, utilites etc.)- or each item can be separate			
Interpretation/Translation			
Travel			
Insurance			
Equipment, Materials & Supplies			
Other			
TOTAL NON-STAFF EXPENSES			
TOTAL BUDGET			



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Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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Attachment B

PRO-FORMA AGREEMENT

[ATTACHED FOR REFERENCE ONLY; TO BE COMPLETED UPON CONTRACT AWARD].

AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of _____,
20__ for reference purposes only, pursuant to a minute order adopted by the City Council
of the City of Long Beach at its meeting on _____, 20__, by and between
_____, a _____ corporation
("Consultant"), with a place of business at
_____, and the CITY OF LONG
BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to
be performed in connection with _____
("Project"); and

WHEREAS, City has selected Consultant in accordance with City's
administrative procedures and City has determined that Consultant and its employees are
qualified, licensed, if so required, and experienced in performing these specialized
services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly
described in Exhibit "A", attached to this Agreement and incorporated by this
reference, in accordance with the standards of the profession, and City shall pay for
these services in the manner described below, not to exceed _____
Dollars (\$_____), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

1 fiscal year shall be contingent upon the City Council of the City appropriating the
2 necessary funds for such payment by the City in each fiscal year during the term of
3 this Agreement. For the purposes of this Section, a fiscal year commences on
4 October 1 of the year and continues through September 30 of the following year. In
5 the event that the City Council of the City fails to appropriate the necessary funds
6 for any fiscal year, then, and in that event, the Agreement will terminate at no
7 additional cost or obligation to the City.

8 C. Consultant may select the time and place of performance for
9 these services provided, however, that access to City documents, records, and the
10 like, if needed by Consultant, shall be available only during City's normal business
11 hours and provided that milestones for performance, if any, are met.

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

26 E. Consultant represents that Consultant has obtained all
27 necessary information on conditions and circumstances that may affect its
28 performance and has conducted site visits, if necessary.

1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by the City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 _____, 20__, and shall terminate at 11:59 p.m. on _____, 20¹⁹, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's
10 representative, if any, named in Exhibit "C", attached to this Agreement and
11 incorporated by this reference. Consultant shall advise and inform City's
12 representative of the work in progress on the Project in sufficient detail so as to
13 assist City's representative in making presentations and in holding meetings on the
14 Project. City shall furnish to Consultant information or materials, if any, described
15 in Exhibit "D" attached to this Agreement and incorporated by this reference, and
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City
18 for entering this Agreement was and is the reputation and skill of Consultant's key
19 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
20 reference. City shall have the right to approve any person proposed by Consultant
21 to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Consultant is and shall act as an independent contractor and not an employee,
24 representative, or agent of City. Consultant shall have control of Consultant's work and
25 the manner in which it is performed. Consultant shall be free to contract for similar services
26 to be performed for others during this Agreement provided, however, that Consultant acts
27 in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
28 and agrees that a) City will not withhold taxes of any kind from Consultant's compensation,

1 b) City will not secure workers' compensation or pay unemployment insurance to, for or on
2 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the
3 usual and customary rights, benefits or privileges of City employees. Consultant expressly
4 warrants that neither Consultant nor any of Consultant's employees or agents shall
5 represent themselves to be employees or agents of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this
8 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
9 duration of this Agreement, from insurance companies that are admitted to write
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best
11 Company or from authorized non-admitted insurance companies subject to Section
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
13 by A.M. Best Company the following insurance:

14 i. Commercial general liability insurance (equivalent in
15 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
16 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
17 This coverage shall include but not be limited to broad form contractual
18 liability, cross liability, independent contractors liability, and products and
19 completed operations liability. The City, its boards and commissions, and
20 their officials, employees and agents shall be named as additional insureds
21 by endorsement (on City's endorsement form or on an endorsement
22 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both
23 CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37
24 07 04), and this insurance shall contain no special limitations on the scope of
25 protection given to the City, its boards and commissions, and their officials,
26 employees and agents. This policy shall be endorsed to state that the insurer
27 waives its right of subrogation against City, its boards and commissions, and
28 their officials, employees and agents.

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

iii. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

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

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same 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 Consultant. Consultant shall notify the 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 Consultant guarantees that Consultant will provide to the City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years,

1 commencing on the date this Agreement expires or is terminated.

2 E. Consultant shall require that all subconsultants or contractors
3 which Consultant uses in the performance of these services maintain insurance in
4 compliance with this Section unless otherwise agreed in writing by City's Risk
5 Manager or designee.

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

15 G. Any modification or waiver of these insurance requirements
16 shall only be made with the approval of City's Risk Manager or designee. Not more
17 frequently than once a year, the City's Risk Manager or designee may require that
18 Consultant, Consultant's subconsultants and contractors change the amount, scope
19 or types of coverages required in this Section if, in his or her sole opinion, the
20 amount, scope, or types of coverages are not adequate.

21 H. The procuring or existence of insurance shall not be construed
22 or deemed as a limitation on liability relating to Consultant's performance or as full
23 performance of or compliance with the indemnification provisions of this Agreement.

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
25 contemplates the personal services of Consultant and Consultant's employees, and the
26 parties acknowledge that a substantial inducement to City for entering this Agreement was
27 and is the professional reputation and competence of Consultant and Consultant's
28 employees. Consultant shall not assign its rights or delegate its duties under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
2 of City, except that Consultant may with the prior approval of the City Manager of City,
3 assign any moneys due or to become due the Consultant under this Agreement. Any
4 attempted assignment or delegation shall be void, and any assignee or delegate shall
5 acquire no right or interest by reason of an attempted assignment or delegation.
6 Furthermore, Consultant shall not subcontract any portion of its performance without the
7 prior approval of the City Manager or designee, or substitute an approved subconsultant
8 or contractor without approval prior to the substitution. Nothing stated in this Section shall
9 prevent Consultant from employing as many employees as Consultant deems necessary
10 for performance of this Agreement.

11 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
12 certifies that, at the time Consultant executes this Agreement and for its duration,
13 Consultant does not and will not perform services for any other client which would create
14 a conflict, whether monetary or otherwise, as between the interests of City and the interests
15 of that other client. Consultant further certifies that Consultant does not now have and shall
16 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
17 other source of income, interest in real property or investment which would be affected in
18 any manner or degree by the performance of Consultant's services hereunder. And,
19 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
20 and contractors.

21 8. MATERIALS. Consultant shall furnish all labor and supervision,
22 supplies, materials, tools, machinery, equipment, appliances, transportation, and services
23 necessary to or used in the performance of Consultant's obligations under this Agreement,
24 except as stated in Exhibit "D".

25 9. OWNERSHIP OF DATA. All materials, information and data
26 prepared, developed, or assembled by Consultant or furnished to Consultant in connection
27 with this Agreement, including but not limited to documents, estimates, calculations,
28 studies, maps, graphs, charts, computer disks, computer source documentation, samples,

1 models, reports, summaries, drawings, designs, notes, plans, information, material, and
2 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
3 and City shall have the unrestricted right to use and disclose the Data in any manner and
4 for any purpose without payment of further compensation to Consultant. Copies of Data
5 may be retained by Consultant but Consultant warrants that Data shall not be made
6 available to any person or entity for use without the prior approval of City. This warranty
7 shall survive termination of this Agreement for five (5) years.

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

18 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
19 shall not disclose the Data or use the Data directly or indirectly other than in the course of
20 performing its services, during the term of this Agreement and for five (5) years following
21 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
22 all information, whether written, oral, or visual, obtained by any means whatsoever in the
23 course of performing its services for the same period of time. Consultant shall not disclose
24 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
25 of others except for the purpose of this Agreement.

26 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) a third party who has a right to
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

5 A. Any costs incurred by the City due to Consultant's failure to
6 meet the standards required by the scope of work or Consultant's failure to perform
7 fully the tasks described in the scope of work which, in either case, causes the City
8 to request that Consultant perform again all or part of the Scope of Work shall be at
9 the sole cost of Consultant and City shall not pay any additional compensation to
10 Consultant for its re-performance.

11 B. If the Project involves construction and the scope of work
12 requires Consultant to prepare plans and specifications with an estimate of the cost
13 of construction, then Consultant may be required to modify the plans and
14 specifications, any construction documents relating to the plans and specifications,
15 and Consultant's estimate, at no cost to City, when the lowest bid for construction
16 received by City exceeds by more than ten percent (10%) Consultant's estimate.
17 This modification shall be submitted in a timely fashion to allow City to receive new
18 bids within four (4) months after the date on which the original plans and
19 specifications were submitted by Consultant.

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

23 15. LAW. This Agreement shall be governed by and construed pursuant
24 to the laws of the State of California (except those provisions of California law pertaining
25 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
26 regulations of and obtain all permits, licenses, and certificates required by all federal, state
27 and local governmental authorities.

28 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 17. INDEMNITY.

4 A. Consultant shall indemnify, protect and hold harmless City, its
5 Boards, Commissions, and their officials, employees and agents ("Indemnified
6 Parties"), from and against any and all liability, claims, demands, damage, loss,
7 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
8 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
9 in connection with (1) Consultant's breach or failure to comply with any of its
10 obligations contained in this Agreement, or (2) negligent or willful acts, errors,
11 omissions or misrepresentations committed by Consultant, its officers, employees,
12 agents, subcontractors, or anyone under Consultant's control, in the performance
13 of work or services under this Agreement (collectively "Claims" or individually
14 "Claim").

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

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

1 D. To the extent this Agreement is a professional service
2 agreement for work or services performed by a design professional (architect,
3 landscape architect, professional engineer or professional land surveyor), the
4 provisions of this Section regarding Consultant's duty to defend and indemnify shall
5 be limited as provided in California Civil Code Section 2782.8, and shall apply only
6 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or
7 willful misconduct of the Consultant.

8 E. The provisions of this Section shall survive the expiration or
9 termination of this Agreement.

10 18. AMBIGUITY. In the event of any conflict or ambiguity between this
11 Agreement and any Exhibit, the provisions of this Agreement shall govern.

12 19. NONDISCRIMINATION.

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

22 B. It is the policy of City to encourage the participation of
23 Disadvantaged, Minority and Women-owned Business Enterprises in City's
24 procurement process, and Consultant agrees to use its best efforts to carry out this
25 policy in its use of subconsultants and contractors to the fullest extent consistent
26 with the efficient performance of this Agreement. Consultant may rely on written
27 representations by subconsultants and contractors regarding their status.
28 Consultant shall report to City in May and in December or, in the case of short-term

1 agreements, prior to invoicing for final payment, the names of all subconsultants
2 and contractors hired by Consultant for this Project and information on whether or
3 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
4 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used its
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be
2 used as evidence against the Consultant in actions taken pursuant to the provisions
3 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

4 21. NOTICES. Any notice or approval required by this Agreement shall
5 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
6 postage prepaid, addressed to Consultant at the address first stated above, and to the City
7 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
8 copy to the City Engineer at the same address. Notice of change of address shall be given
9 in the same manner as stated for other notices. Notice shall be deemed given on the date
10 deposited in the mail or on the date personal delivery is made, whichever occurs first.

11 22. COPYRIGHTS AND PATENT RIGHTS.

12 A. Consultant shall place the following copyright protection on all
13 Data: © City of Long Beach, California ____, inserting the appropriate year.

14 B. City reserves the exclusive right to seek and obtain a patent or
15 copyright registration on any Data or other result arising from Consultant's
16 performance of this Agreement. By executing this Agreement, Consultant assigns
17 any ownership interest Consultant may have in the Data to the City.

18 C. Consultant warrants that the Data does not violate or infringe
19 any patent, copyright, trade secret or other proprietary right of any other party.
20 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
21 and employees harmless from any and all claims, demands, damages, loss, liability,
22 causes of action, costs or expenses (including reasonable attorneys' fees) whether
23 or not reduced to judgment, arising from any breach or alleged breach of this
24 warranty.

25 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
26 that Consultant has not employed or retained any entity or person to solicit or obtain this
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
28 commission, or other monies based on or from the award of this Agreement. If Consultant

1 breaches this warranty, City shall have the right to terminate this Agreement immediately
2 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
3 due under this Agreement or otherwise recover the full amount of the fee, commission, or
4 other monies.

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

10 25. CONTINUATION. Termination or expiration of this Agreement shall
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
12 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

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

28 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or

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

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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.

DIGNITY HEALTH, doing business as, ST. MARY MEDICAL CENTER, a California corporation

_____, 2022

By _____
Name _____
Title _____

_____, 2022

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2022

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy

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

1 designed to or entered for the purpose of creating any benefit or right for any person or
2 entity of any kind that is not a party to this Agreement.

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

5 (NAME OF CONSULTANT)
6 _____, 20__ By _____
7 Name _____
8 Title _____

9 _____, 20__ By _____
10 Name _____
11 Title _____

12 "Consultant"

13 CITY OF LONG BEACH, a municipal
14 corporation

15 _____, 20__ By _____
16 City Manager

17 "City"

18 This Agreement is approved as to form on _____, 20__.

19 CHARLES PARKIN, City Attorney
20 By _____
21 Deputy
22
23
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25
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City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Business/Contractor/Agency

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

r20141001



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____
6 City, state, and ZIP code _____
7 List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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or

Employer identification number

			-							
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

VENDOR APPLICATION FORM

Company Name
 (same as line 1 on W9):

DBA Name
 (same as line 2 on W9):

Federal Tax ID Number (or SSN): leave blank if not applicable
 required (this number is a fed tax ID: SSN:

Web Address:

Purchase Order Address:

Attn:

City:

State: Zip Code:

Contact Name:

Email:

Phone Number:

Fax:

Toll Free:

If 'remit to' address is the same as the purchase order address, put SAME in first box only

'Remit to' Address :

Attn:

City:

State: Zip Code:

Contact Name:

Email:

Phone Number:

Fax:

Toll Free:

Type of Ownership:

Individual Partnership Corporation LLC Nonprofit Government

Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)

MBE WBE Local DBE Certified SBE Certified Micro

State certification number.



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/

The screenshot shows a web browser window with the URL <http://kepler.sos.ca.gov/>. The page is the California Secretary of State's Business Search page. The header features the California State Seal and the text "California Secretary of State Alex Padilla" with the motto "All people Liberty Speak without discrimination". Below the header is a navigation menu with links for "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries". The main content area is titled "Business Search" and includes the following text:

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

Attachment G

Equal Benefits Ordinance (EBO)

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. _____ Yes _____ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? _____ Yes _____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
_____ Yes _____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
_____ Yes _____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? _____ Yes _____ No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- _____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- _____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this _____ day of _____, 20____, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment H

Insurance Requirements

CONTRACTOR = LEGAL SERVICES PROVIDER (LSP)

INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS COMMISSIONS AND BOARDS, AND THEIR OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LIABILITY, LOSS, LIENS, DAMAGE, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR IN ANY WAY CONNECTED OR ALLEGED TO BE CONNECTED WITH CONTRACTOR'S PERFORMANCE OF THE WORK UNDER THIS AGREEMENT AND FROM ANY ACT OR OMISSION, WILLFUL MISCONDUCT, OR NEGLIGENCE (ACTIVE OR PASSIVE) BY OR ALLEGED TO BE BY CONTRACTOR, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS EITHER AS A SOLE OR CONTRIBUTORY CAUSE, SUSTAINED BY ANY PERSON OR ENTITY (INCLUDING EMPLOYEES OR REPRESENTATIVES OF CITY OR CONTRACTOR). THE FOREGOING SHALL NOT APPLY TO CLAIMS OR CAUSES OF ACTION CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS COMMISSIONS AND BOARDS, OR THEIR OFFICIALS, EMPLOYEES, OR AGENTS.

INSURANCE. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its officials, employees, and agents**.
- (c) If use of vehicles is part of the scope (e.g., transporting clientele), Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

- (d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

[CONTRACTOR = COMMUNITY CONNECTION SERVICE PROVIDER]

INSURANCE. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If vulnerable clientele (such as minors) are served, such insurance shall not exclude coverage for abuse and molestation.



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
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- (b) As applicable, workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its officials, employees, and agents.**
- (c) If use of vehicles is part of the scope of services, for example, in distributing supplies or transporting clientele, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

EXHIBIT "A-2"



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

City of Long Beach
 Request For Proposals Number CM21-078
 For
 The Long Beach Justice Fund

Release Date:	06/18/2021
Questions Due to the City:	06/29/2021
Posting of the Q & A:	07/13/2021
Due Date:	07/27/2021

City Contact: Tommy Ryan

Buyer

562-570-5664

See Section 4 for instructions on submitting proposals.

Company Name Dignity Health dba St Mary Medical Center Contact Person Sharon McNealy

Address 1050 Linden Ave. City Long Beach State CA Zip 90813

Telephone (562) 491-9189

Fax (562) 491-9513

Federal Tax ID No [Redacted]

E-mail: sharon.mcnealy@dignityhealth.org

Prices contained in this proposal are subject to acceptance within 15 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 7/20/2021

Signed

Print Name & Title Carolyn Caldwell - CEO/President

Rev 2016 0919



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

SIGNATURE *Carole Caldwell*

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

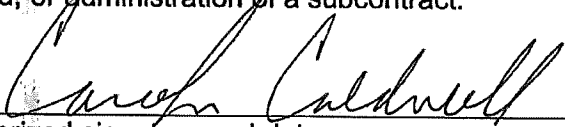
Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

 7/20/2021

Authorized signature and date

Carolyn Caldwell, CEO/President

Print Name & Title



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Dignity Health dba St. Mary Medical Center
 Business/Contractor/Agency

<p>Carolyn Caldwell Name of Authorized Representative</p> <p><i>Carolyn Caldwell</i> Signature of Authorized Representative</p>	<p>CEO/President Title of Authorized Representative</p> <p><i>7/20/2021</i> Date</p>
---	--

r20141001



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.

Rev 12.11.13



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dignity Health

2 Business name/disregarded entity name, if different from above
St. Mary Medical Center

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **501(c)3**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1050 Linden Avenue

6 City, state, and ZIP code
Long Beach, CA 90813

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Curtis Cabrell</i>	Date ▶ <i>7/20/2021</i>
------------------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

VENDOR APPLICATION FORM

Company Name (same as line 1 on W9): Dignity Health	
DBA Name (same as line 2 on W9): St. Mary Medical Center	
Federal Tax ID Number (or SSN): XXXXXXXXXX	required (this number is a fed tax ID: <input checked="" type="radio"/> SSN: <input type="radio"/> <small>leave blank, if not applicable</small>
Web Address: https://www.dignityhealth.org/socal/locations/stmarymedical	
Purchase Order Address: 1050 Linden Avenue Attn: Sharon McNealy City: Long Beach State: CA Zip Code: 90813	
Contact Name: Sharon McNealy Email: Sharon.McNealy@dignityhealth.org Phone Number: 562-491-9189 Fax: Toll Free:	
<small>If 'remit to' address is the same as the purchase order address, put SAME in first box only</small>	
'Remit to' Address : SAME Attn: City: State: Zip Code: Contact Name: Email: Phone Number: Fax: Toll Free:	
Type of Ownership: Individual <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Nonprofit <input checked="" type="radio"/> Government <input type="radio"/>	
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply) MBE <input type="radio"/> WBE <input type="radio"/> Local <input type="radio"/> DBE <input type="radio"/> Certified SBE <input type="radio"/> Certified Micro <input type="radio"/> <small style="margin-left: 300px;">State certification number.</small>	

Attachment G

Equal Benefits Ordinance (EBO)

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

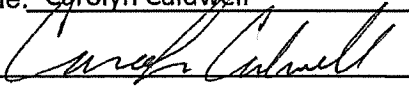
Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Carolyn Caldwell Title: CEO/President

Signature:  Date: 7/20/2021

Business Entity Name: Dignity Health dba St. Mary Medical Center

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Dignity Health dba St. Mary Medical Center Federal Tax ID No.
Address: 1050 Linden Avenue
City: Long Beach State: CA ZIP: 90813
Contact Person: Sharon McNealy Telephone: 562-491-9189
Email: Sharon.McNealy@DignityHealth.org Fax: 562-491-9513

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes ✓ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ✓ Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 ✓ Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 ✓ Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? ✓ Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 20 day of July, 2021, at _____
Name Carolyn Caldwell Signature Carolyn Caldwell
Title CEO/President Federal Tax ID No. ██████████

Narrative Questionnaire – Community Connection Service Providers

If you are responding to this Request for Proposal (RFP) as a Community Connection Service Provider, please provide your narrative responses to the following questions:

1. Describe, generally, your organization's qualifications as outlined in the Evaluation Criteria (Section 5.2 of the RFP).

Dignity Health – St. Mary Medical Center, a 389-bed 501(c)(3) nonprofit community hospital, has been serving the greater Long Beach community with a broad array of general and specialized health services for the past 98 years. St. Mary's mission is to deliver high-quality, affordable, health care services in a compassionate environment that meets each patient's physical, mental, and spiritual needs. St. Mary is 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 helps meet the healthcare needs of more than 650,000 people in a service area with a great deal of homelessness and a population much poorer than Los Angeles County overall, with a heavy population of recent immigrants and refugees. In 2019, Dignity Health aligned with Catholic Health Initiatives (CHI) to create CommonSpirit Health – the largest Catholic health system and second largest nonprofit hospital chain in the country. With a large geographic footprint representing diverse populations across the U.S., the mission is: "As CommonSpiritHealth, we make the healing presence of God known in our world by improving the health of the people we serve, especially those who are vulnerable, while we advance social justice for all."

The requested funding will support Families in Good Health (FiGH) at St. Mary Medical Center; a multilingual, multicultural health and social education program that strives to provide quality outreach and education services to the Southeast Asian, Hispanic/Latino, and refugee and immigrant communities of Long Beach, CA. FiGH was established in 1987 as a joint venture between St. Mary Medical Center and United Cambodian Community, Inc., creating a partnership between community and health care. FiGH's mission is to build capacity within the community to enable informed and knowledgeable choices, in order to prevent and/or delay the onset of disease and/or social dysfunction; to access needed health and social services; and to improve quality of life.

FiGH has a long-standing and extensive history of providing health education and prevention services, especially to the Hispanic/Latinx populations which make up a 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 employs a multilingual, diversity-trained staff with many years of experience working with the Asian Pacific Islander and Latino communities. Services are provided in the following languages: Khmer, Spanish, English, Laos, Tagalog, and Vietnamese. FiGH also deploys the use of CulturalLink, which offers interpreter services in numerous languages. As a program of St. Mary, FiGH has the administrative and resource support of both the hospital and CommonSpirit Health. Specifically, the hospital provides a workspace for FiGH

and enables the program to efficiently utilize existing human resources and other support systems.

FiGH has a demonstrated capacity and a comprehensive track record of collaboration with government agencies in advocacy, health education, and the effective use of culturally and linguistically inclusive outreach to build strong relationships that promote trust and influence the community's perceptions and norms.

FiGH's successful projects include:

- Since 2001, FiGH has administered \$18 million in grants from Los Angeles County Children and Families First for two programs, Welcome Baby! and Healthy Families America. Both programs work in tandem to provide hospital and home-based intervention for pregnant and postpartum women in Long Beach, resulting in strong relationships between underserved mothers - predominantly Latinx and Cambodian mothers - in Long Beach.
- FiGH was awarded a 60-month, \$1.9 million 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 American and Pacific Islander community in Los Angeles County.
- Families in Good Health has been contracted by the City of Long Beach to lead many projects, including: 1) Domestic Violence - FiGH received \$50,000 for a program to provide emergency housing assistance and linkages to vital services, such as utility assistance, clothing, hygiene kits, baby basic needs, and COVID-19 PPE to victims of domestic violence; and, 2) Tobacco Education Program (TEP) - FiGH worked with the City of Long Beach Department of Health & Human Services TEP to promote a healthier Long Beach by reducing tobacco-related health disparities and achieve health equity among Asian/Pacific Islander and Hispanic/Latinx populations. This initiative has created a relationship between marginalized communities that are normally resistant to accept aid, including Latinx and Cambodian refugees and immigrant communities. FiGH focused on Hispanic and Khmer community approaches directed towards policy and systems change, tobacco use prevention, and reduction of secondhand smoke exposure in multi-unit housing.

For the proposed Long Beach Justice Fund Program, FiGH will work with key immigrant rights community leaders and partners to expand our outreach. The establishment of mutual trust and respect is imperative to working with the refugee and immigrant communities. Due to language barriers, concerns about deportation, and the complexities of navigating the legal system, many refugees and immigrants are hesitant to accept aid from federal and state-funded programs. In Long Beach, 24% of all immigrants are undocumented, and 37.4% are potentially eligible for naturalization, according to a 2016 report by New American Economy. The largest group of immigrants is Hispanic/Latinx, and a particularly large population of Cambodian refugees, who fled the Khmer Rouge government genocide in 1975 and were resettled in Long Beach. A history of war and trauma led many Southeast Asians to a life of crime. According to a report by

the Human Impact and Asian Americans Advancing Justice, there was a 279% spike in the deportation of Cambodian Americans and a 58% increase in the deportation of Vietnamese Americans between 2017 and 2018. FiGH will provide vital education and outreach to Long Beach legal residents, who are at risk of deportation or may have old felony convictions that could lead to deportation. FiGH is committed to the Long Beach Justice Fund's goal of providing universal representation for all Long Beach residents facing a risk of deportation.

2. Describe your plan for intaking and referring clients to the partnering Legal Service Provider.

Families in Good Health will execute the following intake and referral plan:

Intake Plan:

- Develop an intake questionnaire form to obtain and assess basic eligibility information;
- Refer existing FiGH refugee and immigrant clients to Legal Service Provider (LSP);
- Develop case management process to track and make referrals to the LSP;
- Coordinate communication between LSP, detained individuals, and family members;
- Connect with the St. Mary Care Coordination Department, (Social Work, Case Management, Patient Admitting), to identify eligible clients;
- Connect with St. Mary Emergency Department (ED) to identify eligible clients without access to medical insurance who use ED for primary care services;
- Connect with physicians and service providers to identify and enroll eligible clients;
- Collaborate with existing community leaders and partner organizations working with the immigrant population, like the Long Beach Women's Shelter;
- Facilitate a "Know Your Rights" Workshop to provide education about refugee and immigrant rights, and assist clients at the FiGH office and/or other designated location;
- Network with local Foreign Consular offices; and,
- Use social media, community events, (in-person and virtual), to outreach to community members.

Referral Plan:

Families in Good Health utilizes a web-based database to track client demographics and programmatic achievements. Demographic tracking includes: gender, age, race, income level, education level, primary language, and location. Our database also assists with tracking social factors, resources, and referrals for each client, as well as scores on mental health assessments and other related risk factors. FiGH's database has sophisticated reporting capabilities that allow us to produce weekly data reports, including the number of people served and the types of services provided. FiGH is committed to attending quarterly meetings with the Justice Fund Oversight Committee, and is open to opportunities for strengthening collaboration, including engaging in ongoing communication with the City of Long Beach and other stakeholders, including the Legal Services Provider. FiGH has an internal, three-day documentation policy and will develop a reporting mechanism to provide ongoing, monthly, program reports and invoices to the Office of Equity point of contact.

3. What is your staffing plan for your program? Please describe the position(s) you plan to fill and the responsibilities they will have in the program.

FiGH will commit the following staff to this project:

- The Agency Director will provide oversight of the project as well as supervision of the Agency Manager, Referral/Outreach Supervisor/Manager, Referral/Outreach Supervisor/Manager, and the Referral/Outreach Supervisor/Manager Per Diem.
- The Agency Manager will directly supervise the Outreach Supervisor and provide operational support where needed. She will provide overall guidance to the Supervisor towards the implementation of the project as needed.
- The Referral/Outreach Supervisor/Manager will provide macro-management of the project including supervising the Referral/Outreach Coordinator and Referral/Outreach Coordinator Per Diem, work planning, budgeting, and leading networking and collaboration with community partners.
- The Referral/Outreach Coordinator will identify agencies and organizations to build public relations. Health education and information will be provided in accordance with the project's scope of work. Services would be provided in-home, at the agency office, and at community outreach events.
- The Referral/Outreach Coordinator Per Diem will identify agencies and organizations to build public relations. Health education and information will be provided in accordance with the project's scope of work. Services will be provided in-home, at the agency office, and at community outreach events.

Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs, and/or how you plan to address these needs when the program is at full scale.

FiGH has an established history of working with underserved and marginalized communities since its inception, and currently offers services for refugee and immigrant communities, including access to low-cost clinics and benefits for those without healthcare, case management, deportation resources, and child care. FiGH has the support of St. Mary Medical Center, and is committed to providing resources that address the full spectrum of care. We are dedicated to also leveraging resources from ongoing FiGH programs, like mental health, rental assistance, youth support and mentorship, school assistance, college enrollment services, tobacco and vaping education, substance abuse risk education, and coping skills. All FiGH services are currently provided following the Long Beach Health Department's social distancing guidelines.

4. Provide a Budget Narrative to accompany your Budget Worksheet (see template).

(See Cost File)

5. Please attach your organization's operating budget for the current fiscal year.

(See attached operating budget)

6. Share additional information as you see fit, including any additional funding available to your organization to support the proposed services.

Company Background and References

Company Background And References

Company Ownership

In 1996, St. Mary Medical Center became a member of Dignity Health, and in February 2019, Dignity Health & Catholic Health Initiatives (CHI) combined to create CommonSpirit Health; a new, nonprofit, Catholic, health system. CommonSpirit Health is the parent company although both CHI and Dignity Health maintain use of their names for use in their local markets. Families in Good Health (FiGH) is a program of St. Mary Medical Center.

Location of Company Offices

CommonSpirit Health operates 142 hospitals and more than 700 care sites across 21 states.

Location of the Office Servicing any California Accounts

St. Mary Medical Center, Families in Good Health, (FiGH), 1045 Atlantic Ave., #705, Long Beach, CA 90813

Number of Employees both locally and nationally. Specify the number of full-time and part time employees residing in Long Beach.

CommonSpirit Health has a team of approximately 150,000 employees and 25,000 physicians and advanced practice clinicians. St. Mary Medical Center has 1,152 full-time employees and 99 part-time employees. Families in Good Health employees 33 full-time employees.

Location(s) from which employees will be assigned

Employees working with The Long Beach Justice Fund will be working from the FiGH office on the campus of St. Mary Medical Center: 1045 Atlantic Ave., #705, Long Beach, CA 90813

Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.

Rose M. Wright, St. Mary Medical Center Foundation, 1050 Linden Ave., Long Beach, CA 90813, (562) 491-9225

Company background/history and why Contractor is qualified to provide the services described in the RFP.

Located on the campus of St. Mary Medical Center in Long Beach, CA, Families in Good Health (FiGH), a program of St. Mary Medical Center, is a multilingual, multicultural health and social education program that strives to provide quality outreach and education services to the Southeast Asian, Hispanic/Latino, African American, and other communities of Long Beach, CA. FiGH was established in 1987 as a joint venture between St. Mary Medical Center and United Cambodian Community, Inc., creating a partnership between community and health care. FiGH's mission is to build capacity within the

community to enable informed and knowledgeable choices, in order to prevent and/or delay the onset of disease and/or social dysfunction; to access needed health and social services; and to improve quality of life. As a program of St. Mary Medical Center, FiGH staff has access to multiple resources offered through and by the hospital, a 389-bed acute care nonprofit hospital which offers a full range of inpatient, outpatient, and related health and wellness services to the greater Long Beach area. As part of Dignity Health, St. Mary Medical Center offers a unique balance of leading-edge technology and quality care, including offering virtual care visits from the convenience and safety of home for anyone exhibiting mild to moderate COVID-19 symptoms. In addition, Families in Good Health employs multi-lingual culturally competent staff with more than 30 years of experience working in the Long Beach Community. In addition to English, services are provided in: Tagalog, Spanish, Khmer, Laos, and Vietnamese.

Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

Over the past 34-years FiGH has grown to provide various services for diverse families. Current and past programs include: prenatal outreach and education; diabetes and interconception case management; chronic disease prevention and management; teen pregnancy prevention; child care provider training; immunization education and access; Medi-Cal and Healthy Families outreach and application assistance; and services for seniors. Strengths of FiGH include: increasing access to health care for people of various ethnicities; and multicultural education, outreach, and home-based services.

As a part of CommonSpirit Health, America's largest faith-based system, Dignity Health – St. Mary Medical Center is called to bring justice, compassion and kindness to health care. St. Mary makes equity a priority not only in developing a workforce that reflects and includes our communities, but also with efforts to: address social determinants of health, reduce disparities in care, and change conditions caused by structural inequities. Recognizing that concentrating on race alone won't eliminate blind spots across identity groups, St. Mary takes an intersectional approach to identify groups most at risk of experiencing disparities. St. Mary acknowledges that it is well positioned to address some of its patients' social needs, and is committed to providing in-house services and establishing strong partnerships with community organizations to fill gaps. Additionally, St. Mary will continue working with officials at every level of government to advocate for policies to improve health outcomes and ensure our most vulnerable populations have access to care.

References

1. Los Angeles County Children and Families First (First 5 LA)

Client name: Los Angeles County Children and Families First (First5LA)

Project description: Welcome Baby! and Healthy Families America. Both programs work in tandem to provide hospital and home-based intervention for pregnant and postpartum women in Long Beach, resulting in strong relationships between underserved mothers - predominantly Latinx and Cambodian mothers - in Long Beach.

Project dates: July 1, 2020 to June 30, 2023

Staff assigned to reference engagement that will be designated for work per this

RFP: Mona Abea, Mary Wilcox

Client project manager name and telephone number: Kim Belshe, 213-482-5902

2. The California Department of Health

Client name: The California Department of Health

Project description: The California Tobacco Control Program convenes and facilitates collaborative efforts to create and support new, youth-led, tobacco control policies focused on the Asian American and Pacific Islander community in Los Angeles County.

Project dates: May 1, 2018 to April 30, 2023

Staff assigned to reference engagement that will be designated for work per this

RFP: Mona Abea, Mary Wilcox, Ladine Chan

Client project manager name and telephone number: Andres Lopez, 916-449-5513

3. City of Long Beach

Client name: City of Long Beach

Project description: FiGH received \$50,000 for a program to provide emergency housing assistance and linkages to vital services, such as utility assistance, clothing, hygiene kits, baby basic needs, and COVID-19 PPE to victims of domestic violence.

Project dates: October 26, 2020 to December 30, 2020

Staff assigned to reference engagement that will be designated for work per this

RFP: Mona Abea, Mary Wilcox

Client project manager name and telephone number: Tommy Ryan 562-570-5664

4. City of Long Beach

Client name: City of Long Beach

Project description: Tobacco Education Program (TEP) - FiGH worked with the City of Long Beach Department of Health & Human Services TEP to promote a healthier Long Beach by reducing tobacco-related health disparities and achieve health equity among Asian/Pacific Islander and Hispanic/Latinx populations.

Project dates (starting and ending): January 1, 2020 to December 31, 2021

Staff assigned to reference engagement that will be designated for work per this

RFP: Mona Abea, Mary Wilcox, Ladine Chan

Client project manager name and telephone number: Eipryl Tello 562-570-7955

5. City of Long Beach

Client name: City of Long Beach

Project description: Families in Good Health was awarded \$28,316 to provide older adult services, by offering access to linguistically and culturally competent health and mental health services, and by providing adult workshops which increase life management skills, the ability to cope and to make healthy decisions, and by helping to improve communication between family members.

Project dates: October 26, 2020 to December 30, 2020

Staff assigned to reference engagement that will be designated for work per this

RFP: Mona Abea, Mary Wilcox, Ladine Chan

Client project manager name and telephone number: Tommy Ryan 562-570-5664

Incorporation Letter



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: JUN 14 2012

Dignity Health
185 Berry Street
San Francisco, CA 94107

Employer Identification Number:
[REDACTED]

Person to Contact and ID Number:

Elizabeth D. Goff 1000221509

Toll Free Contact Number:

(877) 829-5500

Accounting Period Ending:

June

Public Charity Status:

509(a)(1) & 170(b)(1)(A)(iii)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

December 16, 2011

Contribution Deductibility:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. **Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.**

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed *Compliance Guide for 501(c)(3) Public Charities* for some helpful information about your responsibilities as an exempt organization.

Sincerely,

for Lois G. Lerner
Director, Exempt Organizations

Enclosures: *Pub. 4221-PC, Compliance Guide for 501(c)(3) Public Charities*
Notice 2011-52, Notice and Request for Comments Regarding the Community Health Needs Assessment Requirements for Tax-exempt Hospitals

Resumes

MONABEL HOLGUIN ABEA

SUMMARY An experienced non-profit leader excelling in the development and management of diverse, grant funded programs. Skilled in establishing and maintaining community relations and partnerships. Exemplifies a transformational management style with a reputation for building and retaining productive and motivated teams.

PROFESSIONAL PROFILE

- Expertise in Home Visitation & Wraparound Programs
- Multi-Program Management
- Multi-Location Management
- Project Planning & Execution
- Strategic Planning
- Large Budget Development & Management
- High Revenue Management
- Multi-Grant Management
- HFA National Peer Reviewer
- Contract Negotiation & Facilitation
- Reflective Practice
- Quality Assurance
- Agency Marketing
- Networking & Interpersonal Relations
- Preparation & Facilitation of Policies & Procedures

COMMUNITY PROFILE

- Bi-Lingual Spanish
- Culturally Competent
- Community Outreach
- Networking & Interpersonal Relations
- Community Event Coordination
- Immigration Committee Member
- Member - LA County Perinatal & Early Childhood Home Visitation Consortium
- Member – Child Abuse Neglect Network
- Member - Long Beach Home Visitation Collaborative
- Member – Partnership for Families Collaborative

WORK HISTORY **FAMILIES IN GOOD HEALTH DIRECTOR**
ST. MARY MEDICAL CENTER, LONG BEACH, CA
October 2018 to Present

- Coach and Mentor Program Managers
- Monitor adherence to contract deliverables and reporting
- Review and monitor all monthly budgets for each program
- Provide oversight to 40 staff members on all 12 programs
- Execute \$3 million budget
- Responsible for monitoring overall all agency grants and MOU's
- Maintain good standing partnerships with Community partners
- Launched ongoing workshops and community events Fatherhood, Mother support group, Back to School, Holiday Social Connections, Summer connections, Infant Massage, and Lactation Education support for our high-risk families
- Executed remodeling and capital improvement projects for site enhancement

PROGRAM MANAGER

SPIRITT FAMILY SERVICES, EL MONTE, CA

June 2017 to October 2018

- Developed Quality Assurance process, developed audit team to ensure compliance with county standards
- Monitor adherence to contract deliverables and reporting
- County Monitor and referral agencies liaison
- Execute \$1.4 million budget
- Responsible for monitoring overall agency outreach and screening for all agency programs (KEYS, CAPIT, DMC, P&A, and PFF).
- Coordinate Partnership Collaborate meetings
- Launched Fatherhood, Infant Massage, and Lactation Education support for our high-risk families
- Executed remodeling and capital improvement projects for site enhancement

MULTI-STATE FIELD DIRECTOR

GEO CARE, CALIFORNIA & TEXAS

November 2016 – June 2017

- Recruit program staff
- Supervise Case Managers and Case Coordinators in Los Angeles office and Texas immigration detention center
- Monitor adherence to contract deliverables and reporting
- Served as point of contact with Immigration and Customs Enforcement Representative
- Department of Homeland Security T2 Level Clearance
- Established and maintained solid relationships with community-based organizations
- Solicited partnerships with local organizations to offer presentations and other forms of information exchange
- Developed and maintained program's medical emergency plan
- Administer Quality Control Plan including performance of monthly audits

PROGRAM MANAGER

HEALTHY FAMILIES AMERICA

THE CHILDREN'S CLINIC, LONG BEACH, CA

October 2015 – April 2017

- Acquired Healthy Families America National Certification for site
- Obtained Certification as Site Auditor for HFA National Model
- Responsible for day-to-day program operations
- Recruited and hired program staff
- Created and recruited for HFA Community Advisory Board
- Reported bi-monthly to Community Advisory Board
- Created and implemented program quality assurance and evaluation tools
- Developed and maintained program policies and procedures manual
- Conducted consistent data analysis
- Developed, implemented and monitored comprehensive program training plan
- Developed and monitored program budget
- Provided reflective supervision to staff
- Built and sustained partnerships with Welcome Baby and other Community Based Organizations
- Served as Family and Child Advocate

PROGRAM SUPERVISOR

*HEALTHY FAMILIES AMERICA
THE CHILDREN'S CLINIC, LONG BEACH, CA
March 2014 – October 2015*

- Served as Family and Child Advocate
- Provided weekly reflective supervision to home visitation staff
- Recruited family support workers
- Provided case management, and strategized to increase program enrollments and reduce client attrition
- Ensured staff performed in compliance with HFA Model required trainings
- Reviewed client charts, assessments, and home visiting records
- Maintained data collection required First 5 LA
- Active in Long Beach Community Collaboratives

WRAPAROUND BILINGUAL SUPERVISOR

*FAMILY PRESERVATION COMMUNITY SERVICES
ANAHEIM, CA
October 2011 – March 2014*

- Supervised and developed multiple roles within the program
- Reviewed case notes for Medi-Cal billing
- Ensured staff adherence to strict county policies, procedures, and protocols
- Performed program audits on a monthly basis
- Participated in RFP for Wraparound contract renewal
- Provided direct case management to immigrant families in Los Angeles County

MARKETING RESEARCH ASSISTANT

*FAIR HOUSING FOUNDATION, LONG BEACH, CA
July 2011 – January 2014*

- Participated in confidential case study research
- Completed comprehensive reporting within study timeframes
- Maintained open communication with research study supervision
- Coordinated, prioritize, and organized case work

Additional work history available upon request

EDUCATION **MASTER OF SCIENCE PSYCHOLOGY**
UNIVERSITY OF PHOENIX

BACHELOR OF SCIENCE, BUSINESS ADMINISTRATION
UNIVERSITY OF PHOENIX

MINOR IN BUSINESS ADMINISTRATION
CERRITOS COLLEGE

GENERAL EDUCATION
SAN FRANCISCO STATE UNIVERSITY

CERTIFICATIONS
AND TRAININGS

- Healthy Families America Advance Supervision
 - Reflective Supervision
 - Team Member Development
 - Motivational Interviewing
 - Mental Health First Aid
 - HIPAA
 - Breaking the Chains Trauma Group Facilitation
 - DCFS Fiscal Training
 - Immigration Committee Member
 - Brazelton Touchpoints trained
 - Strength-Based Strategies for Managing Challenging Behavior
 - Domestic Violence Counselor
 - Lactation Educator Certification
-

MARY WILCOX

SUMMARY Accomplished business manager with successful career progression in program leadership, team support and quality assurance. Exceptional skills in performance and workflow improvement. Excellence in oral, written and interpersonal communications, public speaking and presentations. Strong work ethic, high values, attention to detail, positive personality with a great sense of humor.

PROFESSIONAL SKILLS

OPERATIONS

Compliance
Quality Evaluation
Database Management
Training & Development
Budget Forecasting & Management
Project Management

GRANT MANAGEMENT

Contract Facilitation
Proposals
Grant Writing
Program Evaluation & Management

SUPERVISORY

15+ Years Supervisory Experience
Leadership & Professional Development

WORK HISTORY

MANAGER – FAMILIES IN GOOD HEALTH

ST. MARY MEDICAL CENTER, FAMILIES IN GOOD HEALTH, LONG BEACH, CA

April 2020 to present

- Responsible for the overall operations of the Families in Good Health (FiGH) department including the development, implementation, and evaluation of all FiGH programs and contracts
- Maintain the fiscal integrity of all FiGH programs and contracts
- Maintain relationships with multiple funders, oversight entities, and community partners
- Oversee FiGH marketing strategies
- Provide effective leadership and staff development to five direct reports and a department of 37 persons
- Oversee department timekeeping and attendance
- Department liaison with medical center leadership, reporting department activities, strategies, and needs
- Support the missions, visions, and philosophies of Families in Good Health and St. Mary Medical Center

PROGRAM MANAGER – HEALTHY FAMILIES AMERICA PROGRAM

ST. MARY MEDICAL CENTER, FAMILIES IN GOOD HEALTH, LONG BEACH, CA

November 2019 to April 2020

- Responsible for the development, implementation, and evaluation of the Healthy Families America (HFA) Program
- Provide effective leadership and staff development to a team of 12 persons
- Maintain relationships with multiple funders
- Maintain the fiscal integrity of all Healthy Family America contracts and budgets

- Ensure compliance with all HFA Best Practice Standards

QUALITY EVALUATION AND CONTRACTS MANAGER

ST. MARY MEDICAL CENTER, FAMILIES IN GOOD HEALTH, LONG BEACH, CA

August 2014 to Present

- Assess program goals and structure to ensure accuracy of outcomes and fiscal responsibility
- Protocol development and improvement
- Database management including data collection, analysis, and reporting
- System develop and implementation for continued success of multiple programs
- Develop and implement detailed reporting for program performance and outcomes
- Program staff training and development
- Monitor and report on productivity of department staff for multiple programs
- Assist with requests for proposal and other grant acquisitions
- Oversee department budgets for multiple grants
- CQI Team Facilitator

OFFICE ADMINISTRATION/QUALITY ASSURANCE COORDINATOR

FAMILY PRESERVATION COMMUNITY SERVICES, ORANGE, CA

June 2011 – July 2014

- Daily office operations
- Payroll
- Medi-Cal Billing
- Program compliance with HIPAA, HCA, Medi-Cal and contract obligations
- Development of comprehensive chart auditing tools and system
- Assist in development & maintenance of company policies and procedure manuals
- Oversaw Performance Quality Improvement (PQI) via client surveys, phone checks and County report cards to insure a well-served client census
- Liaison with Orange County SSA Contract Administrator & SSA/WRIT QA coordinator
- Development and implementation of professional training
- Selected to participate in a special WRIT/County workgroup to create training material for county data systems (MIDS)

ADDITIONAL WORK HISTORY AVAILABLE ON REQUEST

EDUCATION	<p>MASTER OF SCIENCE, INDUSTRIAL AND ORGANIZATIONAL PSYCHOLOGY <i>CAPELLA UNIVERSITY ONLINE</i></p> <p>BACHELOR OF ARTS, BROADCAST JOURNALISM <i>CSU LONG BEACH, LONG BEACH, CA</i></p> <p>ASSOCIATE OF ARTS, COMMUNICATIONS <i>GOLDENWEST COLLEGE, HUNTINGTON BEACH, CA</i></p>
CERTIFICATIONS AND OTHER	<p>CERTIFIED MEDICAL CODER <i>AAPC CPC-A 2010-2013</i></p> <p>MEDICAL TERMINOLOGY <i>HUNTINGTON BEACH ADULT EDUCATION CENTER, HUNTINGTON BEACH, CA</i></p> <p>MENTAL HEALTH FIRST AID</p>

LADINE CHAN

SUMMARY OF QUALIFICATIONS

An enthusiastic, self-motivated professional with a passion for supporting and increasing the quality of life for other ethnic diversity populations. Community health expert with Program Management experience, strong community relationships, and a deep understanding of Long Beach with surrounding cities and communities. I am inspired to be part of a motivated manager in Families in Good Health.

SPECIAL SKILLS:

- Trained facilitator in program development and coalition building
- Effective interpersonal and communication skills
- Ability to successfully work in a team setting
- Excellent organizational skills to meet required deadlines and manage all activities
- Independently motivated and able to work under pressure
- Ability to meticulously delegate duties and assignments in order to achieve successful outcomes for programs and clients
- Excellent ability to build a strong relationship with grant funders

PROFESSIONAL EXPERIENCE

St. Mary Medical Center/Families in Good Health
Long Beach, CA

October 2004-Present

Program Coordinator

Oversee day-to-day implementation of project-specific activities such as curriculum development, management of youth program budgets, daily reports.

- **Program Development, Implementation, Monitoring, and Evaluation:** Plan, coordinate, and facilitate activities for the Educated Men with Meaningful Messages youth program. Develop a 15-module teen outreach curriculum, work plans and reports for grant funders. Oversee and expand health, tobacco policy, healthy relationship, youth development, and community engagement programs.
- **Financial Management:** Creating a financial strategy to support the youth program. Monitor and implement a budget of \$150,000 each year, earmarked for specific EM3 Program. Helping to monitor specific budget line items.
- **Fund Development:** In 2015, spearheaded Families in Good Health Gala Event that fundraised over \$10,000. Established relationship with funders to secure

funding Established relationship with funders to secure funding opportunities from Southeast Asia Resource Action Center (SEARAC), Center for the Pacific Asian Family (CPAF), The California Endowment (TCE), United Cambodian Community (UCC), Asian Pacific Partners for Empowerment, Advocacy and Leadership (APPEAL), Long Beach Forward, the City of Long Beach and Asian Americans Advancing Justice-Los Angeles.

- **Staff Management and Development:** Supervised more than 10, support, and evaluate youth program staff.
- **Volunteer Management:** Supervised more than 20 student internships and organized volunteers for community outreach, creating media campaigns, curriculum development, and facilitation of program meetings.
- **Grants Management:** Prepare project-specific progress reports and invoicing. Develop and provide support with grants applications.
- **Public Relations and Partnership:** Maintain positive relationships with youth program participants and their families. Built strong community coalition relationships to develop advocacy strategies, youth and resident mobilization, and policy change for community engagement with My Brother's Keep Safe Long Beach Work Group, Long Beach Gang Reduction Intervention Prevention (GRIP) Advisory Council, Coalition for a Smoke Free Long Beach, Cambodian Advocacy Collaborative, Housing Long Beach Steering Committee, and the Long Beach Language Access Coalition.
- **Advocacy and Policy Change:** Execute specific projects that engage youth in building their policy advocacy skills including City of Long Beach' Language Access Policy, City of Long Beach Walkability Project, City of Long Beach Tobacco Retail Permit, and City of Long Beach Healthy Beverage Vending Policy.
- **Marketing Efforts:** Collaborated with Dignity Health-St. Mary Medical Center Marketing Manager to execute outreach strategies in increasing enrollments for the Welcome Baby Program.

EDUCATION

August 2002-May 2004

California State University, Dominguez Hills

Carson, CA

Bachelor of Arts in Sociology (Adult Education emphasis) with a Minor in Public Administration

August 1998-May 2002

Long Beach City College

Associate of Arts Degree in Liberal Studies

CERTIFICATIONS

- 2013 | Graduated from a six-month program in The Nonprofit Partnership's Nonprofit Leadership Institute for Emerging Leaders

- 2012 | Completed an 8-hour certificate in Youth Mental Health First Aid
- 2010 | Completed a 6-hour certificate in Restorative Practices in Communities

AWARDS AND HONORS

- 2019 | Los Angeles Scholars Investment Fund Fellowship Cohort
- 2017 | John Anson Ford Human Relations Awards
- 2016 | Dignity Health-St. Mary Medical Center Values in Action Award
- 2012 | The Los Angeles Fundraising Academy for Communities of Color
- 2005 | City of Long Beach Outstanding Community Service Award

COMMUNITY INVOLVEMENT

- Lakewood Rotary Club
- Dignity Health-St. Mary Medical Center Helping Hands Steering Committee
- Long Beach Building Healthy Communities Steering Committee (Former Co-Chair)

JESSICA DANCE

Outreach Specialist

jessica.dance@dignityhealth.org | [REDACTED]

Educational Background

Associate Degree (A.S) in Computer Technology of Institution IT Tech 2005
Long Beach City College, Long Beach, California

High School Diploma 1991
Wilson High School, Long Beach, California

Work History

Community Outreach Specialist March 2021-Present
Families in Good Health, St. Mary Medical Center, Long Beach, California

- Enrolled clients to Covered California, The Low Income Home Energy Assistance Program (LIHEAP), CAL FRESH, and Rental Assistance
- Coordinate community outreach events
- Facilitate workshops on mental health, domestic violence prevention, and self-care practices
- Provide translation and interpretation in Khmer
- Recruits community members for community workshops or exercise groups
- Outreach and Education on COVID-19

Outreach Specialist June 2010-Present
The Levine Law Firm, Beverly Hills, California

- Gathered and analyzed data on community needs and interests
- Prepare all the current needs for clients
- Met with clients one-on-one to determine necessary services and make appropriate treatment recommendations
- Referred clients to partner agencies for additional services
- Explained program offerings and requirements to clients and answered related questions

Outreach Specialist January 2011-January 2020
Serenity Medical Clinic, Long Beach, California

- Provide all help with in-home supportive services for disability patients
- Gathered and analyzed data on community needs and interests
- Referred clients to partner agencies for additional services
- Conducted needs assessments and referred clients to financial, medical, social, and community services
- Determined customer eligibility for benefits programs and services
- Provide all forms needed for the patients and online help

Addenda Acknowledgement



City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th Floor, Long Beach, California 90802
p 562.570.6200

July 14, 2021

NOTICE TO PROPOSERS
ADDENDUM NO. 1: Q & A

RFP No. CM21-078
Long Beach Justice Fund

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

The City would like to remind Proposers that pursuant to Section 4.1.1 of the RFP, the City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified in the RFP, unless confirmed in writing by the City Contact or Alternate City Contact.

The questions and answers are as follows:

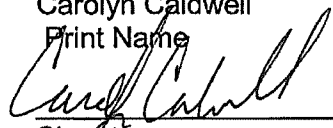
1. Q: Do we need to have the insurance certificates completed naming the City of LB at the time we turn in the proposal or are these only due at the time of contract signing?

A: Insurance certificates are not needed at the time of submission. The awarded contractor will need to supply insurance prior to contract execution.

PREPARED BY: Tommy Ryan, Buyer II

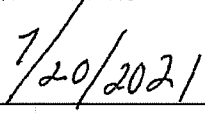
ACKNOWLEDGED BY: Dignity Health dba St Mary Medical Center

Carolyn Caldwell
Print Name



Signature

CEO/President



Date

EXHIBIT “B”

Community Connection Service Provider Budget

Organization: Dignity Health dba St. Mary Medical Center

Address: 1050 Linden Ave., Long Beach, CA 90813

Date Prepared: December 15, 2021

Prepared By: Teresa Nguyen

Staff Expenses			
<i>Staff Name</i>	<i>Position</i>	<i>% FTE</i>	<i>Total</i>
Jessica Dance	Referral/Outreach Coordinator	0.39	\$15,042
	Other: Benefits 32%		\$4,813
STAFF EXPENSES			\$19,855
Non-Staff Expenses			
Overhead (rent, utilites etc.)- or each item can be separate			\$0
Interpretation/Translation			\$0
Travel & Parking			\$145
Insurance			\$0
Outreach Materials and Supplies			\$0
Other			0
TOTAL NON-STAFF EXPENSES			\$145
TOTAL BUDGET			\$20,000

Community Connection Service Provider Budget Narrative
Organization: Dignity Health dba St. Mary Medical Center
Address: 1050 Linden Ave., Long Beach, CA 90813

1. Staff Expenses

Referral/Outreach Coordinator – Jessica Dance (0.39 FTE @ \$3,214/mo. x 12 mo. x .39 = \$15,042). The Referral/Outreach Coordinator will devote 0.39 FTE or 31 hours bi-weekly to direct outreach and education for targeted populations. The Referral/Outreach Coordinator will identify agencies and organizations to build public relations. Health education and information will be provided in accordance with the project's scope of work. Services would be provided in-home, at the agency office, and at community outreach events.

STAFF EXPENSES SUBTOTAL – \$15,042

Fringe Benefits (Total \$4,813): Benefits are applied to all employees at a rate of 32% of base salary.

STAFF EXPENSES TOTAL – \$19,855

2. Non-Staff Expenses

Travel & Parking (\$145): To cover parking related to outreach and meetings for Referral/Outreach Coordinator.

NON-STAFF EXPENSES – \$145

EXHIBIT “C”

City's Key Employee:

Teresa Chandler,

Deputy City Manager,

or designee

EXHIBIT “D”

Materials/Information Furnished

Universal Representation:

The principle that every person is entitled to due process, regardless of their background or criminal history

- All contractors must adhere to the Universal Representation Model
 - Community connectors do not determine eligibility for representation of community members; the Legal Services Provider is the party in charge of determining eligibility for representation through the Long Beach Justice Fund
 - Community members shall not be disqualified from being connected to the Legal Services Provider for having a criminal record
 - All contractors are required to attend a Universal Representation and hand off process training

Tracking and Reporting

- Meet with the Office of Equity point of contact on a quarterly basis
- Meet with the Legal Services Provider on a quarterly basis
- The community connector will be expected to track, document and report on the following items:
 - Methods of community engagement
 - Number of people reached:
 - Individuals who are inquiring for services through both phone calls and events (first name and zip codes only)
 - A holistic summary of each community member's needs (legal, financial, food, housing, health, etc.)
 - Ongoing case management of community members who are successfully connected to the Legal Services Provider
 - Modes of outreach utilized
 - Including but not limited to flyers, canvassing, social media, community workshops, etc.
 - Holistic supplemental support services extended
 - Community partners who are receiving the referrals

Workshops

- There is a requirement of hosting a minimum of 5 workshops per grant period
 - Workshop requirements include:
 - Materials with accessible language, and that are culturally competent
 - Tracking of the date, times, and sign-in sheets (first name and zip code only)
 - Information in the workshops must include:
 - Details about the Long Beach Justice Fund
 - Information about anti-deportation work
 - Immigration know-your-rights
 - Holistic supplemental support (health, financial, housing, legal)

Intake Process

- A dedicated phone number is required for intake purposes

- Complete at least 10-20 CBO (Community Based Organization) intakes per grant period, regardless of case success
- Case Management requirements include:
 - Monitor and follow up on case status with the Legal Services Provider; report to the contract manager
 - Provide comprehensive support services including, but not limited to: housing opportunities, food opportunities, social support (trauma-informed), raising funds to commissary (for people in detention), bond support
 - Maintain ongoing communications regarding case status with community members and their families
 - Provide follow-ups and support services to be included on a tracking sheet

EXHIBIT “E”

Contractor's Key Employee:
Carolyn Caldwell