

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

1 CARES ACT GRANT AGREEMENT

2 **35773**

3 THIS CARES ACT GRANT AGREEMENT, ("Agreement") is made and
4 entered into by and between the CITY OF LONG BEACH ("CITY"), a municipal corporation,
5 with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802,
6 and THE CHILDREN'S CLINIC 'SERVING CHILDREN AND THEIR FAMILIES', a nonprofit
7 corporation organized under the laws of the State of California, doing business as TCC
8 FAMILY HEALTH ("GRANTEE"), with its principal place of business at 701 East 28th
9 Street, Suite 200, Long Beach, California 90806.

10 WHEREAS, the City of Long Beach received a Coronavirus Relief Fund
11 (CRF) award of \$40,280,000 from the U.S. Treasury, as appropriated in Section 5001 of
12 the Coronavirus Relief Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-
13 136; and

14 WHEREAS, the purpose of the award to the CITY is to respond to the
15 Coronavirus Disease 2019 (COVID-19) public health emergency; and

16 WHEREAS, payments from the CRF may only be used to cover costs that:
17 (1) are necessary expenditures incurred due to the public health emergency with respect
18 to the COVID-19; (2) were not accounted for in the budget most recently approved as of
19 March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
20 and (3) were incurred during the period that begins on March 1, 2020, and ends on
21 December 30, 2020; and

22 WHEREAS, the CITY is required by federal law to impose various terms and
23 conditions, including expedited reporting requirements, on the GRANTEE; and

24 WHEREAS, the CITY has selected GRANTEE in accordance with CITY's
25 administrative procedures using Request for Proposals Number RFP HE20-087 ("RFP"),
26 incorporated by this reference as if fully set forth herein, and CITY has determined that
27 GRANTEE and its employees are qualified, licensed, if so required, and experienced in
28 performing these specialized services; and

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

1 WHEREAS, these terms and conditions, including exhibits, the terms of the
2 RFP, if applicable, and the terms and conditions of the GRANTEE's application, and any
3 amendments thereto as may be approved by the CITY, are incorporated herein by
4 reference; and

5 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
6 conditions in this Agreement, the CITY and the GRANTEE agree as follows:

7 1. PROJECT. The CITY agrees to provide funding to the GRANTEE to
8 support populations disproportionately impacted by COVID-19 by: conducting outreach,
9 engagement, education and connection to COVID-19 testing; providing health education
10 about COVID-19 prevention; providing direct case management and systems navigation
11 as needed to COVID-19 related health, social services, basic needs and other supports;
12 providing coordinated responses, such as multi-sector collaboration, to support
13 communities of color impacted by COVID-19; and providing connection to violence
14 prevention efforts and mental health services to ensure family safety. ("Project"). The
15 Project description and scope of work is attached to this Agreement as Exhibit "A" and
16 incorporated herein by reference.

17 2. GRANT FUNDS. The GRANTEE hereby acknowledges and agrees
18 that the CITY's total contribution for the GRANTEE's approved project shall not exceed
19 Fifty Thousand Dollars (\$50,000). It is expressly understood and agreed that in no event
20 will the CITY's total contribution exceed this amount.

21 3. METHOD OF PAYMENT. The CITY shall make available to the
22 GRANTEE upon or after the effective date of this Agreement a total amount of Fifty
23 Thousand Dollars (\$50,000).

24 4. PERFORMANCE PERIOD; FUND APPLICATION. Funding has been
25 authorized for eligible expenditures related to the Project incurred between March 1, 2020
26 and December 30, 2020. The performance period for this grant is March 1, 2020 to
27 December 30, 2020. All expenditures must be incurred, and all services must be provided
28 within the performance period. CITY will not be obligated to reimburse expenses incurred

1 after the performance period, and GRANTEE will be obligated to repay CITY for any funds
2 received but not expended within the performance period. All funds not expected to be
3 expended by December 30, 2020 shall be returned to the CITY by December 10, 2020,
4 unless otherwise negotiated in writing in advance between the parties. Funding shall be
5 expended for authorized eligible expenditures in accordance with the Project budget,
6 delineated in the Project submittal attached hereto and incorporated by reference as
7 Exhibit "B". When required to do so in writing, the GRANTEE shall repay the CITY for any
8 amounts disbursed that the CITY determines were not used for authorized purposes, or
9 were used in violation of Federal, State, or City statutes, regulations or guidelines. The
10 CITY may also withhold such amounts from any allowable reimbursement request of the
11 GRANTEE.

12 5. COORDINATION AND ORGANIZATION.

13 A. GRANTEE shall coordinate its performance with CITY's
14 representative, if any, named in Exhibit "C", attached to this Agreement and
15 incorporated by this reference. GRANTEE shall advise and inform CITY's
16 representative of the work in progress on the Project in sufficient detail so as to
17 assist CITY's representative in making presentations and in holding meetings on the
18 Project.

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

24 6. COMPLIANCE. This Agreement is funded by a Coronavirus Relief
25 Funds (CRF) Federal Subaward obtained by the CITY. GRANTEE shall comply with any
26 and all applicable State, City and Federal statutes, regulations, codes, directives and
27 guidelines related to the performance of this Agreement, including any statutory law related
28 to contracting with the State of California.

1 7. AUDIT AND RECORD REQUIREMENTS. The GRANTEE shall follow
2 all generally accepted accounting procedures and practices and shall maintain books,
3 records, documents, and other evidence which sufficiently and properly account for the
4 expenditure of funds. The books, records and documents shall be subject at all reasonable
5 times to inspection, reviews, or audits by the CITY in order that the Project, management,
6 and fiscal policies of the GRANTEE may be evaluated to assure the proper and effective
7 expenditure of public funds. Additionally:

8 A. Cooperation with Monitoring, Audits, and Records
9 Requirements. All records and expenditures are subject to, and GRANTEE agrees
10 to comply with, monitoring and/or audits conducted by the United States Department
11 of Treasury's Inspector General, the Office of the Auditor of the State of California,
12 and the City Department of Finance. The GRANTEE shall maintain under Generally
13 Accepted Accounting Principles (GAAP) or Government Accounting Standards
14 Board (GASB) principles, adequate records that ensure proper accounting for all
15 costs and performances related to this Agreement.

16 B. Single Audit Requirements. Any Grantee expending \$750,000
17 or more in federal funds in a fiscal year may be subject to Single Audit Requirements
18 in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
19 [bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

20 C. Requirement to Address Audit Findings. If any audit,
21 monitoring, investigations, review of awards, or other compliance review reveals any
22 discrepancies, inadequacies, or deficiencies which are necessary to correct in order
23 to maintain compliance with this Agreement, applicable laws, regulations, or the
24 GRANTEE's obligations hereunder, the GRANTEE agrees to propose and submit
25 to CITY a corrective action plan to correct such discrepancies or inadequacies within
26 twenty-five (25) calendar days after the GRANTEE's receipt of the findings.

27 D. The GRANTEE shall maintain appropriate audit trails to provide
28 accountability for all expenditures of grant funds, reporting measures, and funds

1 received from CITY under this Agreement. Audit trails maintained by the GRANTEE
2 will, at a minimum, identify the supporting deficiencies. If no corrective action is
3 taken, the CITY may take such action authorized by this Agreement and/or by law,
4 including termination.

5 8. TERMINATION. The CITY may, in its sole discretion, terminate this
6 Agreement for convenience or otherwise, without recourse, liability or penalty against
7 CITY, upon written notice to GRANTEE. Additionally:

8 A. In the event GRANTEE fails to perform or comply with an
9 obligation or a term, condition or provision of this Agreement, the CITY may notify
10 the GRANTEE in writing of the delay or nonperformance, and if not cured in five (5)
11 working days, the CITY may terminate this Agreement in its entirety, or any part
12 thereof, or the CITY may, upon written notice to GRANTEE, terminate this
13 Agreement for cause, without further notice or opportunity to cure. Such notification
14 will state the effective date of termination, and if no effective date is specified, the
15 effective date will be the date of the notification.

16 B. CITY and GRANTEE may mutually agree to terminate this
17 Agreement. CITY in its sole discretion will determine if, as part of the agreed
18 termination, GRANTEE is required to return any or all the disbursed grant funds.

19 C. Termination is not an exclusive remedy but will be in addition
20 to any other rights and remedies provided in equity, by law, or under this Agreement,
21 including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 –200.342.
22 Following termination by CITY, GRANTEE shall continue to be obligated to CITY for
23 the return of grant funds in accordance with applicable provisions of this Agreement.
24 In the event of termination under this section, CITY's obligation to reimburse
25 GRANTEE is limited to allowable costs incurred and paid by the GRANTEE prior to
26 the effective date of termination, and any allowable costs determined by CITY in its
27 sole discretion to be reasonable and necessary to cost-effectively wind up the
28 Agreement. Termination of this Agreement for any reason or expiration of this

1 Agreement shall not release the parties from any liability or obligation set forth in
2 this Agreement that is expressly stated to survive any such termination or expiration.

3 D. Notwithstanding any expiration or termination of this
4 Agreement, the rights and obligations pertaining to the grant, cooperation and
5 provision of additional information, return of grant funds, audit rights, records
6 retention, public information, and any other provision implying survivability shall
7 remain in effect after the expiration or termination of this Agreement.

8 9. RECAPTURE OF FUNDS. The discretionary right of CITY to
9 terminate this Agreement for convenience notwithstanding, CITY shall have the right to
10 terminate the Agreement and to recapture, and be reimbursed for any payments made by
11 CITY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are
12 otherwise inconsistent with this Agreement, including any unapproved expenditures. In
13 addition, if the State of California determines for any reason that CITY must repay
14 Coronavirus Relief Funds provided to GRANTEE, GRANTEE shall reimburse the CITY for
15 the repayment.

16 10. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE. The CITY
17 may withhold such amounts due or to become payable under this Agreement to the
18 GRANTEE as may be necessary to protect the CITY against liability or to satisfy the
19 obligations of the GRANTEE to the CITY.

20 11. REPRESENTATIONS BY GRANTEE. By acceptance of this
21 Agreement, the GRANTEE makes all the statements, representations, warranties,
22 guarantees, certifications and affirmations included in this Agreement. If applicable, the
23 GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no
24 Grantee of federal payments shall submit a false claim for payment. If any of the
25 statements, representations, certifications, affirmations, warranties, or guarantees are
26 false or if the GRANTEE signs or executes the Agreement with a false statement or it is
27 subsequently determined that the GRANTEE has violated any of the statements,
28 representations, warranties, guarantees, certifications or affirmations included in this

1 Agreement, then CITY may consider this act a possible default under this Agreement and
2 may terminate or void this Agreement for cause and pursue other remedies available to
3 CITY under this Agreement and applicable law. False statements or claims made in
4 connection with CITY grants may result in fines, imprisonment, and debarment from
5 participating in City, state or federal grants or contracts, and/or other remedy available by
6 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the
7 administrative remedies for false claims and statements made.

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

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

24 14. CERTIFICATION REGARDING LOBBYING. By entering into this
25 Agreement, GRANTEE is certifying:

26 A. No Federal appropriated funds have been paid or will be paid,
27 by or on behalf of the GRANTEE, to any person for influencing or attempting to
28 influence an officer or employee of an agency, a Member of Congress, an officer or

1 employee of Congress, or an employee of a Member of Congress in connection with
2 the awarding of any Federal contract, the making of any Federal grant, the making
3 of any Federal loan, the entering into of any cooperative agreement, and the
4 extension, continuation, renewal, amendment, or modification of any Federal
5 contract, grant, loan, or cooperative agreement.

6 B. If any funds other than Federal appropriated funds have been
7 paid or will be paid to any person for influencing or attempting to influence any officer
8 or employee of any agency, a Member of Congress, an officer or employee of
9 Congress, or an employee of a Member of Congress in connection with this Federal
10 contract, grant, loan or cooperative agreement, the undersigned shall complete and
11 submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance
12 with its instructions.

13 C. The GRANTEE shall require that the language of this
14 certification be included in the award documents for all subawards at all tiers
15 (including subcontracts, subgrants, and contracts under grants, loans, and
16 cooperative agreements) and that all subrecipients shall certify and disclose
17 accordingly.

18 D. This certification is a material representation of fact upon which
19 reliance was placed when this transaction was made or entered into. Submission of
20 this certification is a prerequisite for making or entering into this transaction imposed
21 by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any
22 person who fails to file the required certification shall be subject to a civil penalty of
23 not less than \$10,000 and not more than \$100,000 for each such failure. The
24 GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its
25 certification and disclosure, if any. In addition, GRANTEE understands and agrees
26 that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to this certification and
27 disclosure, if any.

28 15. SEVERABILITY. If any provisions of this Agreement are rendered or

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

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

16 17. CLEAN AIR ACT. The following is only applicable if the amount of the
17 contract exceeds \$150,000: (1) GRANTEE agrees to comply with all applicable standards,
18 orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401
19 et seq.; (2) GRANTEE agrees to report each violation to ATG and understands and agrees
20 that the ATG will, in turn, report each violation as required to assure notification to the
21 Federal Emergency Management Agency, and the appropriate Environmental Protection
22 Agency Regional Office; and (3) GRANTEE agrees to include these requirements in each
23 subcontract exceeding \$150,000 financed in whole or in part with federal assistance
24 provided by this Agreement.

25 18. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS.
26 The GRANTEE agrees to comply with applicable requirements regarding registration with
27 the federal System for Award Management (SAM) (or with a successor government-wide
28 system officially designated by the federal Office of Management and Budget (OMB) and,

1 if applicable, the federal funding agency). These requirements include maintaining
2 current registrations and the currency of the information in SAM. The GRANTEE will
3 review and update information at least annually until submission of the final financial
4 report required under the award or receipt of final payment, whichever is later, as
5 required by 2 CFR Part 25.

6 The GRANTEE will comply with OMB guidelines at 2 CFR 180 that implement
7 Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989
8 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of
9 parties debarred, suspended, or otherwise excluded by agencies, as well as parties
10 declared ineligible under statutory or regulatory authority. The GRANTEE certifies it will
11 verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise
12 excluded or declared ineligible by checking the SAM before doing/renewing business with
13 that vendor.

14 The GRANTEE certifies that it and its principals are eligible to participate in
15 this Agreement and have not been subjected to suspension, debarment, or similar
16 ineligibility determined by any federal, state or local governmental entity.

17 19. CONTRACT PROVISIONS UNDER FEDERAL AWARDS. All
18 contracts made by a GRANTEE under a federal award must contain the provisions outlined
19 in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit
20 Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-
21 Federal Entity Contracts Under Federal Awards.

22 20. INSURANCE.

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

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

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

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

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

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

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

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

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

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

17 E. GRANTEE shall require that all sub-grantees used by
18 GRANTEE in the performance of these services maintain insurance in compliance
19 with this Section unless otherwise agreed in writing by CITY's Risk Manager or
20 designee.

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

1 hours.

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

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

11 21. INDEMNITY.

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

26 B. In addition to GRANTEE's duty to indemnify, GRANTEE shall
27 have a separate and wholly independent duty to defend Indemnified Parties at
28 GRANTEE's expense by legal counsel approved by CITY, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
3 breach, or the like on the part of GRANTEE shall be required for the duty to defend
4 to arise. CITY shall notify GRANTEE of any Claim, shall tender the defense of the
5 Claim to GRANTEE, and shall assist GRANTEE, as may be reasonably requested,
6 in the defense.

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

12 D. The provisions of this Section shall survive the expiration or
13 termination of this Agreement.

14 22. LAWS AND REGULATIONS. The GRANTEE shall be responsible for
15 being fully informed of all City, state and federal laws, ordinances, codes, rules and
16 regulations, which in any manner may affect this Agreement and the performance thereof.

17 23. REMEDIES NOT EXCLUSIVE. The express provision herein of
18 certain measures that may be exercised by the CITY for its protection shall not be
19 construed to preclude the CITY from exercising any other or further legal or equitable right
20 to protect its interests.

21 24. JURISDICTION/VENUE. This Agreement shall be construed in
22 accordance with the laws of the State of California, and the venue for any legal actions
23 brought by any party with respect to this Agreement shall be the County of Los Angeles,
24 State of California for state actions and the Central District of California for any federal
25 actions. GRANTEE shall cause all work performed in connection with construction of the
26 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and
27 regulations of federal, state, county or municipal governments or agencies (including,
28 without limitation, all applicable federal and state labor standards, including the prevailing

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

1 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all
2 directions, rules and regulations of any fire marshal, health officer, building inspector, or
3 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

4 25. GRANTEE'S FAILURE TO COMPLY WITH ALL REQUIREMENTS
5 AND CONTRACTUAL OBLIGATIONS. The GRANTEE's failure to comply with any and all
6 of the conditions of this Agreement, referenced herein and made a part hereof, may result
7 in the denial or rejection of future funding to the GRANTEE from the CITY.

8 26. ASSIGNMENT. The GRANTEE may not assign rights or duties under
9 an award, or subcontract delivery of services, without the prior written consent of the CITY.
10 Such consent shall not relieve the GRANTEE of liability in the event of default by its
11 assignee.

12 27. CONSTRUCTION OF CONTRACT. The masculine shall be deemed
13 to embrace and include the feminine and the singular shall be deemed to embrace and
14 include the plural whenever required in the context of this Agreement.

15 28. NON-DEBARMENT REQUIREMENTS. The GRANTEE certifies, and,
16 if the CITY, State of California or the United States Federal government requires shall
17 further certify that neither they nor their principals are presently debarred, suspended,
18 proposed for debarment, declared ineligible, or voluntarily excluded by the State of
19 California or the United States Federal government at the time of submitting a proposal,
20 and hereby certifies and will further certify that the GRANTEE shall immediately notify the
21 CITY should their debarment status change anytime during the performance period.

22 29. TAX IMPLICATIONS AND CONSEQUENCES. The CITY makes no
23 representations as to the tax consequences associated with the disbursement of CRF
24 funds related to this agreement, and any determination related to this issue is the sole
25 responsibility of the GRANTEE. GRANTEE acknowledges consulting with its own tax
26 advisors or tax attorneys regarding this transaction or having had an opportunity to do so
27 prior to signing this agreement. GRANTEE acknowledges the CITY cannot provide advice
28 regarding the tax consequences or implications of the CRF funds disbursed to GRANTEE

1 under the terms of this agreement.

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

4 THE CHILDREN'S CLINIC 'SERVING
5 CHILDREN AND THEIR FAMILIES', a
6 nonprofit corporation organized under the
7 laws of the State of California, doing
8 business as TCC FAMILY HEALTH

8 _____, 2020

By *Elisa Nicholce*
Name Elisa Nicholce
Title CEO

10 _____, 2020

By _____
Name _____
Title _____

12 "GRANTEE"

14 CITY OF LONG BEACH, a municipal
15 corporation

15 _____, 2020

By _____
City Manager

17 "CITY"

18 This Agreement is approved as to form on _____, 2020.

19 CHARLES PARKIN, City Attorney

21 By _____
Deputy

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

28

1 under the terms of this agreement.

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

4 THE CHILDREN'S CLINIC 'SERVING
5 CHILDREN AND THEIR FAMILIES', a
6 nonprofit corporation organized under the
7 laws of the State of California, doing
8 business as TCC FAMILY HEALTH

8 _____, 2020

By *Elisa Nicholas*
Name Elisa Nicholas
Title CEO

10 _____, 2020

By _____
Name _____
Title _____

12 "GRANTEE"

13 CITY OF LONG BEACH, a municipal
14 corporation

15 December 16, 2020

By *Senda F. Jabon*

16 EXECUTED PURSUANT
17 TO SECTION 301 OF
18 THE CITY CHARTER

"CITY"

19 This Agreement is approved as to form on December 15, 2020.

20 CHARLES PARKIN, City Attorney

21 By *Ray J. Anderson*
22 Deputy

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

28

EXHIBIT "A"

SCOPE OF WORK AGREEMENT

The Children’s Clinic ‘Serving Children and Their Families’ DBA TCC Family Health
November 16, 2020 – December 30, 2020

This scope of work is between The Children’s Clinic ‘Serving Children and Their Families’ DBA TCC Family Health (Grantee) and the City of Long Beach (City).

I. Overview of Service Responsibilities

As a grantee of the Nonprofit Direct Services Fund, Grantee agrees to implement all activities in this Scope of Work (SOW). To support populations disproportionately impacted by COVID-19, Grantee will partner with the priority population to:

- Conduct outreach, engagement, education and connection to COVID-19 testing.
- Provide health education about COVID-19 prevention.
- Provide direct case management and systems navigation as needed to COVID-19 related health, social services, basic needs and other supports.
- Provide coordinated responses, such as multi-sector collaboration, to support communities of color impacted by COVID-19.
- Provide connection to violence prevention efforts and mental health services to ensure family safety.

The grant period for eligible expenditures will close on December 30, 2020 as outlined in the CARES Act.

II. Services to be Performed:

| SERVICE/SCOPE | IMPLEMENTATION | TIMELINE | DELIVERABLE |
|---|--|--------------------|---|
| Engage TCC patients residing in COVID Heat Map area and provide COVID prevention education and connect to COVID testing | <ul style="list-style-type: none"> • Conduct wellness call that address patient immediate needs including food and housing • Assist with scheduling patients for COVID-19 testing • Link patients facing hunger to TCC Drive-Thru Pantry, Weekly Free Farmer’s Market, CalFresh and other supplemental nutrition assistance programs • Connect patients caring for children 0-5 years of age with diapers and other baby items | 11/16/20- 12/30/20 | <ul style="list-style-type: none"> • Number of patients referred to COVID-19 testing or medical care (including patient’s zip code, language and age) • Number of patients that receive care coordination or systems navigation of COVID-19 related basic needs and other social services and supports at TCC (including patient’s zip code, language and age) • Number of patients that are referred to |

| | | | |
|---|---|----------------------|---|
| Provide direct care coordination, social services, basic needs assistance, and health promotion to patients and their families | <ul style="list-style-type: none"> • Assist with scheduling of needed medical services. • Connect patients to TCC Behavioral Health department • Refer patients to social services, community resources, and public benefits | 11/16/20- 12/30/20 | <ul style="list-style-type: none"> • behavioral and mental health services (including patient's zip code, language and age) • List of partner meetings and webinars |
| Partner with other community agencies and City of LB to connect patients to violence prevention and mental health services | Refer patients to violence prevention and mental health services | 11/16/20- 12/30/2020 | |
| Partner with other community agencies to provide a coordinated response that supports communities of color impacted by COVID-19 | Maintain regular and ongoing communication with community partners on key partnership opportunities that support communities of color impacted by COVID-19 | 11/16/20- 12/30/20 | |

III. City Responsibilities

The City will appoint an employee to liaise between Grantee and the City of Long Beach to administer the grant. The City will provide \$50,000 in funding for the delivery of services through a one-time direct payment method.

IV. Sub-Recipient Monitoring and Tracking

Grantee shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. Grantee is also required to submit monthly financial expenditures to the City. At contract closeout, Grantee shall submit the metrics met to date, a brief narrative explaining any barriers or areas where they may need support, and funds expended to date. The awarded organizations will be receiving support and communication with City staff throughout the process so that problems can be solved early. Any funds that may not be expended may be redirected to other non-profit(s) if metrics are not being met or funds are not being expended according to the plan.

The City will track fund expenditures to ensure subcontractors expend funds according to proposed budgetary timelines. In the case that a subcontractor is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another subcontractor when necessary. Grantee will report on the metrics below:

| Direct Service Metrics | Timeline |
|--|-----------------|
| Number of patients referred to COVID-19 testing or medical care (including patient's zip code, language and age) | Monthly |
| Number of patients that receive care coordination or systems navigation of COVID-19 related basic needs and other social services and supports at TCC (including patient's zip code, language and age) | Monthly |
| Number of patients that are referred to behavioral and mental health services (including patient's zip code, language and age) | Monthly |
| List of partner meetings and webinars | Monthly |

| Demographic Metrics | Anticipated Updates |
|----------------------------|----------------------------|
| Participant's ZIP Code | Monthly |
| Primary Language | Monthly |
| Age | Monthly |

EXHIBIT "B"

Budget Document – TCC Family Health
 Non-profit Relief Direct Service, CARES 2020

| | | |
|-------------------------|---|--------------------|
| Personnel Expenses | HEO Director, Health Educator, (3) Community Health Workers | \$43,808 |
| | Subtotal | \$43,808 |
| Program Materials | Mileage and parking | \$500 |
| | Program supplies and equipment | \$2,010 |
| | Office supplies | \$1,300 |
| | Subtotal | \$3,810 |
| Administrative (5% cap) | Administrative/Overhead | \$2,382 |
| | Subtotal | \$2,382 |
| Total | | \$50,000.00 |

EXHIBIT “C”

City’s Representative:

Janaya Nichols

EXHIBIT "D"

Grantee's Key Employee:

Jennifer Ponce

RECEIVED
CITY CLERK
LONG BEACH, CA
APR 17 2011