

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

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LONG BEACH RECOVERY ACT SERVICES AGREEMENT

36538

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT ("Agreement") is made and entered into, as of February 8, 2023, for reference purposes only, by and between the CITY OF LONG BEACH ("City"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., DBA HELUNA HEALTH, AS FISCAL AGENT FOR LONG BEACH EARLY CHILDHOOD EDUCATION COMMITTEE ("CONTRACTOR"), a California nonprofit corporation, with its principal place of business at 13300 Crossroads Parkway North 450, City of Industry, California 91746.

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

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

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

WHEREAS, City desires to have CONTRACTOR perform these services related to the Program, and CONTRACTOR is willing and able to do so on the terms and

1 conditions, including exhibits, in this Agreement; and

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

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

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

11 2. FUNDS. The CONTRACTOR hereby acknowledges and agrees that  
12 the City's total contribution for the CONTRACTOR's approved Program shall not exceed  
13 Eighty Nine Thousand One Hundred Eighty Nine Dollars (\$89,189.00).

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

23 4. AGREEMENT TERM. The term of this Agreement shall commence  
24 upon March 1, 2023 ("Commencement Date") and, subject to the termination provisions of  
25 paragraph 8, end on the earlier of March 31, 2024, or the final disbursement of the full  
26 funding amount and completion of any required close out activities and reports (the  
27 "Term"). CONTRACTOR shall not begin work until the Agreement term has commenced  
28 and until CONTRACTOR'S evidence of insurance has been delivered to and approved by

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

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

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

22 U.S. Department of Health and Human Services  
23 Office of the Inspector General  
24 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
25 330 Independence Avenue, SW  
26 Cohen Building, Room 5527  
27 Washington, DC 20201  
28 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in

1 subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

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

14 7. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its  
15 performance reporting with City's representative Harold Dela Cruz, Filipino, Native  
16 Hawaiian, and Pacific Islander Health Equity Coordinator,  
17 Harold.DelaCruz@longbeach.gov. CONTRACTOR shall provide any reports requested by  
18 City regarding performance of the Agreement in the form requested by City and shall be  
19 provided in a timely manner as requested by City and as outlined in Exhibit "A."

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

23 A. In the event CONTRACTOR fails to perform or comply with an  
24 obligation or a term, condition or provision of this Agreement, the City may notify the  
25 CONTRACTOR in writing of the delay or nonperformance, and if not cured in five  
26 (5) working days, the City may terminate this Agreement in its entirety, or any part  
27 thereof, or the City may, upon written notice to CONTRACTOR, terminate this  
28 Agreement for cause, without further notice or opportunity to cure. Such notification

1 will state the effective date of termination, and if no effective date is specified, the  
2 effective date will be the date of the notification.

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

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

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

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

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1 Data developed or accumulated in the performance of this Agreement, whether in  
2 draft or final form, or in process.

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

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

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

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

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

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

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15. INSURANCE.

A. 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 insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

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

(b) 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.

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

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

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

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

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

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

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

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

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

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

24 16. INDEMNITY.

25 A. CONTRACTOR shall indemnify, protect and hold harmless  
26 City, its Boards, Commissions, and their officials, employees and agents  
27 ("Indemnified Parties"), from and against any and all liability, claims, demands,  
28 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,

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

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

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

26 D. The provisions of this Section shall survive the expiration or  
27 termination of this Agreement.

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

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

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

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

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

27           22. NOTICES. Any notices to be given under this Agreement shall be  
28 given in writing. Such notices may be served by personal delivery, facsimile transmission

1 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall  
2 be effective two (2) calendar days after the date of mailing of the same, and when served  
3 by facsimile transmission or personal delivery shall be effective upon receipt. For the  
4 purposes hereof, the address of City, and the proper person to receive any such notices  
5 on its behalf, is: Harold Dela Cruz, Filipino, Native Hawaiian, and Pacific Islander Health  
6 Equity Coordinator, Harold.DelaCruz@longbeach.gov; and the mailing address of  
7 CONTRACTOR as indicated above.

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

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

1 prior approval of City. This warranty shall survive termination of this Agreement.

2           25. DATA ACCESS. City strongly prefers programmatic access to  
3 software systems via a well-documented Application Programming Interface (API) using  
4 modern frameworks. Other preferred means of data access include direct connections with  
5 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or  
6 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within seven (7)  
7 calendar days of a request by City, CONTRACTOR shall make available to the City all  
8 Data contained within any system(s) covered as part of this Agreement in a non-  
9 proprietary, machine-readable format.

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

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

24           28. COPYRIGHTS AND PATENT RIGHTS.

25           A. CONTRACTOR shall place the following copyright protection  
26 on all Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

27           B. City reserves the exclusive right to seek and obtain a patent or  
28 copyright registration on any Data or other result arising from CONTRACTOR'S

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1 performance of this Agreement. By executing this Agreement, CONTRACTOR  
2 assigns any ownership interest CONTRACTOR may have in the Data to City.

3 C. CONTRACTOR warrants that the Data does not violate or  
4 infringe any patent, copyright, trade secret or other proprietary right of any other  
5 party. CONTRACTOR agrees to and shall protect, defend, indemnify, and hold City,  
6 its officials, and employees harmless from any and all claims, demands, damages,  
7 loss, liability, causes of action, costs, or expenses (including reasonable attorney's  
8 fees) whether or not reduced to judgment, arising from any breach or alleged breach  
9 of this warranty.

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

22 30. SIGNATURE AUTHORITY. By signing this Agreement, each  
23 individual executing this Agreement on behalf of the CONTRACTOR represents and  
24 warrants that such individual has been duly authorized by any necessary action of the  
25 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the  
26 CONTRACTOR to the terms of this Agreement.

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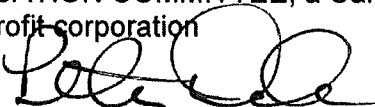
OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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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.

PUBLIC HEALTH FOUNDATION  
ENTERPRISES, INC. DBA HELUNA  
HEALTH AS FISCAL AGENT FOR LONG  
BEACH EARLY CHILDHOOD  
EDUCATION COMMITTEE, a California  
nonprofit corporation

February 27, 2023

By   
Name Peter Dale  
Title Chief Program Officer

March 7, 2023

By   
Name BRIAN GIESELER  
Title CFO

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"CONTRACTOR"

CITY OF LONG BEACH, a municipal  
corporation

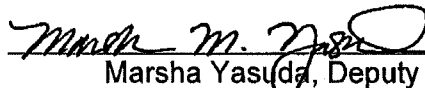
March 10, 2023

By   
City Manager

"City"

This Agreement is approved as to form on March 9, 2023.

DAWN MCINTOSH, City Attorney

By   
Marsha Yasuda, Deputy



**EXHIBIT "A"**  
**Scope of Work**

<b>Project Activity</b>	<b>Health Equity Community Projects: COVID-19 Education and Vaccination Outreach</b>
<b>Contractor</b>	<b>Public Health Foundation Enterprises, Inc. dba Heluna Health as fiscal agent for Long Beach Early Childhood Education Committee (Hereinafter referred to as "Contractor")</b>

**I. Project Summary**

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

**II. Goals**

Goals of this Program include the following:

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

**III. Scope of Work**

<b>SERVICE</b>	<b>IMPLEMENTATION and MEASUREMENT</b>	<b>TIMELINE</b>
1. COVID-19 Education Coordination and Outreach	Facilitate the coordination of COVID-19 health and vaccine information from LB Health department to early care and education community, families of young children, and LBECE network.  <b>Submit Tools and Documentation:</b> <ul style="list-style-type: none"> <li>• Copies of LBECE newsletter, Committee meeting agendas/PowerPoints, and social</li> </ul>	Duration of contract  Milestone: Send out 3-5 newsletters

Exhibit "A"

	media shares that demonstrate information flow	
2. COVID-19 Education Communications and Outreach Plan	<p>Develop a comprehensive and cohesive communications and outreach plan (building upon the information and work of LB Health Department) specific to COVID-19 health and vaccine information for 0-4-year -old children.</p> <p>Utilize the vast network of connections within the LBECE Committee to ensure maximum reach.</p> <p>Plan will target parents, trusted messengers, community organizations serving families with young children.</p> <p><b>Submit Tools and Documentation:</b></p> <ul style="list-style-type: none"> <li>• Plan document</li> <li>• List of LBECE network partners info disseminated to</li> </ul>	<p>Month 1-3</p> <p>Milestone: Finalize communications &amp; outreach plan</p>
3. COVID-19 Education Materials Development and Marketing	<p>Create culturally affirmative collateral and marketing materials to support communications and outreach plan.</p> <p><b>Submit Tools and Documentation:</b></p> <ul style="list-style-type: none"> <li>• Marketing materials ad collateral such as: flyers, PowerPoint(s), FAQ, and other training documents</li> <li>• Social media calendar and content</li> </ul>	<p>Month 1-3</p> <p>Milestone: Finalize marketing materials &amp; collateral</p>
4. COVID-19 Education Outreach and Workshops for Trusted Messengers	<p>Provide information tables and education workshops for culturally relevant trusted messengers (teachers, community members, early childhood library staff, etc) on Covid-19 vaccines for 0-4-year-olds.</p> <p><b>Submit Tools and Documentation:</b></p> <ul style="list-style-type: none"> <li>• Workshop Sign-in sheets</li> <li>• Event pictures</li> <li>• Post survey from attendees</li> <li>• Incentives log</li> </ul>	<p>Months 4-9</p> <p>Milestone: Host 4 workshops</p>
5. COVID-19 Outreach and	Develop, coordinate, and conduct parent meetings within community-based child care programs and host information tables at community events,	Months 4 – 9

Exhibit "A"

<p>Engagement for Caregivers</p>	<p>where parents of young children frequent, on vaccine hesitancy for parents with children ages 0-4</p> <p><b>Submit Tools and Documentation:</b></p> <ul style="list-style-type: none"> <li>• Workshop Sign-in sheets</li> <li>• Event pictures</li> <li>• Post survey from attendees (when possible)</li> </ul>	<p>Milestone: Table at 2 events</p>
<p>6. Participate in City's existing COVID-19 planning and outreach efforts</p>	<p>Attend monthly meetings for duration of contract.</p> <p>Standing invitation for City of LB Health Department to provide information and present at monthly LBECE Committee meetings.</p> <p>Commit to creating and maintaining good partnerships with the Health Department and other organizations in the community by treating one another with dignity and respect, discussing processes and exploring how they can be improved, building trust, and establishing good communication to manage conflicts/issues before and as they occur.</p> <p>The Long Beach ECE Committee will participate in the Health Department's Multicultural Health Council on a quarterly basis. Participation will support COVID-19 Education and Vaccination Outreach activities, informing culturally-competent service delivery and improving health outcomes in the community.</p> <p><b>Submit Tools and Documentation:</b></p> <ol style="list-style-type: none"> <li>1. Track the number of meetings attended</li> <li>2. Record information about best practices, challenges, successes, and new methods of providing culturally- and linguistically-competent services</li> <li>3. Collect materials for distribution to the community to improve health education and outreach efforts</li> <li>4. Track the number of partnerships strengthened and/or created through the Council.</li> </ol>	<p>Duration of contract</p>

Exhibit "A"

**IV. Performance Metrics**

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

Direct Service Metrics	Description
Number of people served	Report the number of people served. These should be unduplicated counts where possible. Include number of people served, location of residence or event, age, race/ethnicity, gender, sexual orientation.
Type of resource/referral/education	Report the types of resources, referrals or education provided to the community served.
Number and type of incentives disseminated	Report the number and type of incentives disseminated along with justification to promote healthy behavior change. Please see attached Incentive Log for more instructions.
Qualitative Report: Completed by Organization using Quarterly Report template provided by the City.	Complete narrative responses using the reporting template provided by the City. Provide supplemental pictures or materials produced for the program via email to City representative with report and invoice.

**V. Deliverables, Invoices and Payment Schedule**

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

Deliverables	Invoices Due	Payout
Recruitment and training of staff March 2023	25% Advance	\$22,297.00

Exhibit "A"

Quarter 1 Report and Invoice for services provided during April 1, 2023 – June 31, 2023	July 14, 2023	\$16,723.00
Quarter 2 Report and Invoice for services provided during July 1, 2023 – September 30, 2023	October 14, 2023	\$16,723.00
Quarter 3 Report and Invoice for services provided during October 1, 2023 – December 31, 2023	January 14, 2024	\$16,723.00
Quarter 4 Final Report and Invoice for services provided during January 1, 2024 – March 31, 2024	March 31, 2024	\$16,723.00

EXHIBIT "B"

<b>Applicant: Public Health Enterprises - LB ECE Committee</b>	
<b>Budget Contact Name &amp; Phone: Whitney Leathers, 562-548-0440</b>	
Project Name: Health Equity Community Projects: COVID-19 Education and Vaccination Outreach	
<b>COST NARRATIVE</b>	<b>Updated Budget</b>
<b>PERSONNEL EXPENSES - Hourly time for staff directly supporting this project. For any personnel cost, back up documentation will be required.</b>	
<b>*Personnel Expenses include fringe benefits*</b>	
Personnel: 0.5 FTE Program Coordinator to support program development and implementation	\$ 40,070.85
Personnel: 0.5 FTE Bilingual Health Education ECE Outreach Worker	\$ 13,104.00
<b>Total Personnel</b>	<b>\$ 53,174.85</b>
<b>NON-PERSONNEL/OTHER EXPENSES</b>	
Marketing & collateral design support	\$ 15,000
Misc. printing & supplies	\$ 5,133.06
Travel/mileage	\$ 2,000
Incentives	\$ 2,273
Computer/Workstations/Cell Stipends Remote Employee's	\$ 3,500
<b>Total Non-Personnel/Other Expenses</b>	<b>\$ 27,906.06</b>
<b>SUBTOTAL EXPENSES (excluding Indirect/Overhead)</b>	<b>\$ 81,080.91</b>
<b>INDIRECT/OVERHEAD EXPENSE (10% of Expenses)</b>	<b>\$ 8,108.09</b>
<b>TOTAL EXPENSES (Personnel + Non-Personnel/Other + Indirect Costs)</b>	<b>\$ 89,189.00</b>

## EXHIBIT "B"

Personnel	Number of staff hrs	weeks	rate	subtotal	33.37% benefits	Total
LBECE Program Coordinator (Jessica)	1	18	52	32.1	\$30,046.00	\$40,070.85
LBECE Health Outreach Worker (new hire part time 6 months)	1	18	26	28	\$13,104	\$13,104.00
Outreach Intern	1	0	0	0	\$0	\$0
<b>Personnel Total</b>						<b>\$53,174.85</b>
<b>Non-personnel/other expenses</b>						
Travel/mileage						\$2,000.00
Incentives						\$1,600.00
Computer/Internet/Workstations/Cell stipend						\$3,500.00
Marketing and Collateral Design Support						\$15,000.00
Print Supplies						\$2,500.00
Event Materials						\$2,500.00
Contingency						\$806.15
<b>Total non-personnel/other expenses</b>						<b>\$27,906.16</b>
<b>Subtotal personnel and other expenses</b>						<b>\$81,081.00</b>
<b>Indirect/Overhead</b>		<b>\$81,081</b>	<b>10%</b>			<b>\$8,108.00</b>
<b>Total</b>						<b>\$89,189.00</b>

**Details for items above (already included above)**

**Communications and Graphic Design Support Breakdown**

PR Marketing Communications Lead	1	8	37	26	\$7,696	\$1,924	\$9,620.00
PR Marketing Graphics Intern	1	8	26	20	\$4,160	\$1,040	\$5,200.00
<b>Total communications and graphic design support</b>							<b>\$14,820.00</b>

**Computer/Internet/Workstation/Cell**

Other budget items breakdown details	#	\$	Duration	
Computers	1	2000	1	\$2,000
Cell	2	40	9	\$720
Internet	2	40	9	\$720
<b>Total computer/internet/workstation/cell</b>				<b>\$3,440</b>

**Travel/Mileage**

	Miles	#	Rate	Weeks	Total
Outreach and intern	120	1	0.56	20	\$1,344
Jessica	60	1	0.56	20	\$672
<b>Total travel/mileage</b>					<b>\$2,016</b>