

OFFICE OF THE CITY ATTORNEY  
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Long Beach, CA 90802-4664

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LONG BEACH RECOVERY ACT SERVICES AGREEMENT

36468

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT

("Agreement") is made and entered into, as of November 22, 2022, 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 EL SOL NEIGHBORHOOD EDUCATIONAL CENTER ("CONTRACTOR"), a California nonprofit corporation, with its principal place of business at 766 Waterman Ave., San Bernardino, CA 92410.

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. 6NH75OT000004-01-03, 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 conditions, including exhibits, in this Agreement; and

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

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

6 1. PROGRAM. The City agrees to provide funding to the  
7 CONTRACTOR for the development and implementation of the Promotora/Community  
8 Health Champions Training & Technical Assistance program as set forth in Exhibit "A"  
9 attached hereto and incorporated by this reference.

10 2. FUNDS. The CONTRACTOR hereby acknowledges and agrees that  
11 the City's total contribution for the CONTRACTOR's approved Program shall not exceed  
12 One Million Dollars (\$1,000,000.00).

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

23 4. AGREEMENT TERM. The term of this Agreement shall commence  
24 upon execution of this Agreement by the City Manager ("Commencement Date") and,  
25 subject to the termination provisions of paragraph 8, end on the earlier of two years from  
26 the Commencement Date or the final disbursement of the full funding amount and  
27 completion of any required close out activities and reports (the "Term"). CONTRACTOR  
28 shall not begin work until the Agreement term has commenced and until CONTRACTOR'S

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

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

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

23 U.S. Department of Health and Human Services  
24 Office of the Inspector General  
25 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
26 330 Independence Avenue, SW  
27 Cohen Building, Room 5527  
28 Washington, DC 20201

1 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in  
2 subject line) or Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

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

15 7. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its  
16 performance reporting with City's representative, Maricela de Rivera, 2525 Grand Ave.,  
17 Long Beach, CA 90815, [Maricela.DeRivera@longbeach.gov](mailto:Maricela.DeRivera@longbeach.gov). CONTRACTOR shall  
18 provide any reports requested by City regarding performance of the Agreement in the form  
19 requested by City and shall be provided in a timely manner as requested by City and as  
20 outlined in Exhibit "A."

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

24 A. In the event CONTRACTOR fails to perform or comply with an  
25 obligation or a term, condition or provision of this Agreement, the City may notify the  
26 CONTRACTOR in writing of the delay or nonperformance, and if not cured in five  
27 (5) working days, the City may terminate this Agreement in its entirety, or any part  
28 thereof, or the City may, upon written notice to CONTRACTOR, terminate this

1 Agreement for cause, without further notice or opportunity to cure. Such notification  
2 will state the effective date of termination, and if no effective date is specified, the  
3 effective date will be the date of the notification.

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

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

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

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

1 for City's final payment to CONTRACTOR, CONTRACTOR shall deliver to City all  
2 Data developed or accumulated in the performance of this Agreement, whether in  
3 draft or final form, or in process.

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

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

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

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.

(c) Professional liability or errors and omissions insurance in an



1 amount not less than \$1,000,000 per claim and in aggregate covering the  
2 services provided pursuant to this Agreement.

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

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

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

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

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

28 E. CONTRACTOR shall require that all sub-contractors used by

1 CONTRACTOR in the performance of these services maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

4 F. Prior to the start of performance, CONTRACTOR shall deliver  
5 to City certificates of insurance and original endorsements for approval as to  
6 sufficiency and form prior to the start of performance. The certificates and  
7 endorsements for each insurance policy shall contain the original signature of a  
8 person authorized by that insurer to bind coverage on its behalf. "Claims-made"  
9 policies are not acceptable unless City Risk Manager determines that "Occurrence"  
10 policies are not available in the market for the risk being insured. If a "Claims-made"  
11 policy is accepted, it must provide for an extended reporting period of not less than  
12 three (3) years. In addition, CONTRACTOR shall, within thirty (30) days prior to  
13 expiration of the insurance, furnish to City certificates of insurance and  
14 endorsements evidencing renewal of the insurance. City reserves the right to require  
15 complete certified copies of all said policies at any time. CONTRACTOR shall make  
16 available to City's Risk Manager or designee all books, records and other  
17 information relating to this insurance, during normal business hours

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

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

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1                   16.    INDEMNITY.

2                   A.     CONTRACTOR shall indemnify, protect and hold harmless  
3                   City, its Boards, Commissions, and their officials, employees and agents  
4                   ("Indemnified Parties"), from and against any and all liability, claims, demands,  
5                   damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,  
6                   penalties, costs and expenses, arising or alleged to have arisen, in whole or in part,  
7                   out of or in connection with (1) CONTRACTOR'S breach or failure to comply with  
8                   any of its obligations contained in this Agreement, including any obligations arising  
9                   from the Program's compliance with or failure to comply with applicable laws,  
10                  including all applicable federal and state labor requirements including, without  
11                  limitation, the requirements of California Labor Code section 1770 et seq. or (2)  
12                  negligent or willful acts, errors, omissions or misrepresentations committed by  
13                  CONTRACTOR, its officers, employees, agents, sub-CONTRACTORS, or anyone  
14                  under CONTRACTOR'S control, in the performance of work or services under this  
15                  Agreement (collectively "Claims" or individually "Claim").

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

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

1 the percentage of willful misconduct attributed by the court to the Indemnified  
2 Parties.

3 D. The provisions of this Section shall survive the expiration or  
4 termination of this Agreement.

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

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

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

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

28 21. CONSTRUCTION OF AGREEMENT. The masculine shall be

1 deemed to embrace and include the feminine and the singular shall be deemed to embrace  
2 and include the plural whenever required in the context of this Agreement.

3           22. NOTICES. Any notices to be given under this Agreement shall be  
4 given in writing. Such notices may be served by personal delivery, facsimile transmission  
5 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall  
6 be effective two (2) calendar days after the date of mailing of the same, and when served  
7 by facsimile transmission or personal delivery shall be effective upon receipt. For the  
8 purposes hereof, the address of City, and the proper person to receive any such notices  
9 on its behalf, is: Maricela de Rivera, 2525 Grand Ave., Long Beach, CA 90815,  
10 Maricela.DeRivera@longbeach.gov.; and the address of CONTRACTOR as indicated  
11 above.

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

20           24. OWNERSHIP OF DATA. All materials, information and data  
21 prepared, developed, assembled or recorded by CONTRACTOR or furnished to  
22 CONTRACTOR in connection with this Agreement, including but not limited to documents,  
23 estimates, calculations, studies, maps, graphs, charts, computer disks, computer source  
24 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
25 information, material, memorandum, binary files (e.g. user-submitted attachments), all  
26 tabular data, data gathered/generated during the course of CONTRACTOR providing end-  
27 user support, helpline phone recordings, and grant applicant/beneficiary information  
28 ("Data") shall be the exclusive property of City. Data shall be given to City, in a format

1 identified by City, and City shall have the unrestricted right to use and disclose the Data in  
2 any manner and for any purpose without payment of further compensation to  
3 CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR  
4 warrants that Data shall not be made available to any person or entity for use without the  
5 prior approval of City. This warranty shall survive termination of this Agreement.

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

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

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

28 28. COPYRIGHTS AND PATENT RIGHTS.

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

3           B.     City reserves the exclusive right to seek and obtain a patent or  
4     copyright registration on any Data or other result arising from CONTRACTOR'S  
5     performance of this Agreement. By executing this Agreement, CONTRACTOR  
6     assigns any ownership interest CONTRACTOR may have in the Data to City.

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

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

26           30.    SIGNATURE AUTHORITY. By signing this Agreement, each  
27    individual executing this Agreement on behalf of the CONTRACTOR represents and  
28    warrants that such individual has been duly authorized by any necessary action of the

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

1 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the  
2 CONTRACTOR to the terms of 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 EL SOL NEIGHBORHOOD  
6 EDUCATIONAL CENTER, a California  
7 nonprofit corporation

8 December 15, 2022

By [Signature]  
Name Alex Fajardo  
Title Executive Director

10 December 19, 2022

By [Signature]  
Name Lupita G. Mendez  
Title Share-Board of Directors

12 "CONTRACTOR"

13 CITY OF LONG BEACH, a municipal  
14 corporation

15 Dec. 28, 2022

By [Signature]  
City Manager

17 "City"

18 This Agreement is approved as to form on December 27, 2022.

20 CHARLES PARKIN, City Attorney

21 By [Signature]  
22 Marsha Yasuda, Deputy

28



<b>Implementation &amp; Measurement</b>	<p>Goal 1. Participatory Training</p> <p>To guide CBOs in the development and implementation of a community-driven linguistically and culturally responsive Promotoras/Community Health Champion (CHC) program to a) reduce health equity and b) increase equitable access to services.</p>
<b>Timeline &amp; Deliverables</b>	12/1/2022 - 02/29/2024

<b>Technical Assistance</b>	
<b>Components</b>	<p>El Sol shall provide 140 hours or more of technical assistance to cohort CBOs, to be delivered throughout the entirety of the program timeline.</p> <p>Types of technical assistance anticipated to be provided include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Recruiting and onboarding Promotora/CHC with CBOs</li> <li>• Supervising and providing professional development for Promotora/CHC</li> <li>• Providing education in CalAIM and opportunities to sustain Promotora/CHC</li> <li>• Other business support</li> </ul>
<b>Implementation &amp; Measurement</b>	<p>Goal 2. Technical Assistance</p> <p>To increase CBO's capacity to implement the P/CHC program in order to meet the critical needs of systemically underserved communities while also evaluating the effectiveness of the process through training, practice, and implementation of data and evaluation tools. At least one data set to drafted by each CBO.</p>
<b>Timeline &amp; Deliverables</b>	12/1/2022 - 02/29/2024

<b>Health Education Materials Development</b>	
<b>Components</b>	<p>El Sol shall develop a package of health education materials that cohort CBOs can distribute to the community. The materials should address the three health topic areas covered in the trainings:</p> <ul style="list-style-type: none"> <li>• Mental and emotional health, Chronic disease prevention/management, Communicable disease (COVID-19)</li> <li>• Culturally tailor the education materials and translate the package into Spanish, Khmer, and Tagalog. Collaboration with the City's Language Access Program for reviewing translations for accuracy.</li> <li>• Consult with City subject matter experts on health topic content</li> </ul>
<b>Implementation &amp; Measurement</b>	<p>Program Material Development</p> <p>To develop effective linguistically and culturally responsive materials, including curriculum to be used to increase health equity.</p>

<b>Timeline &amp; Deliverables</b>	<p>12/1/2022 - 02/29/2024</p> <p>Deliverables/Outcomes:</p> <ul style="list-style-type: none"> <li>• Culturally and linguistically responsive educational material (i.e., mental and emotional health; chronic disease prevention and management; and communicable disease).</li> <li>• Increased capacity to identify curriculum needs and develop program materials</li> </ul>
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**Program Evaluation**

<b>Components</b>	<p>El Sol shall develop an evaluation process and conduct assessment activities throughout the Program stages to report on the impact of the training and technical assistance. El Sol shall also provide support to cohort CBOs in evaluating the impact of the Promotora/CHC in the community.</p> <p>Required Evaluation Process:</p> <ul style="list-style-type: none"> <li>• Create goals for overall Training and Technical Assistance (TTA) program and evaluation</li> <li>• In partnership with LBDHHS, develop a data collection, management, and analysis framework</li> <li>• Develop an evaluation process to measure the impact and effectiveness of the TTA program</li> <li>• Create a final outcomes report to be provided to the City</li> </ul> <p>Required Program Assessment Activities</p> <ul style="list-style-type: none"> <li>• Design surveys to evaluate increased knowledge, skill, and self-efficacy of Promotora/CHC</li> <li>• Design and administer a survey for Promotora/CHC about the Program at various intervals</li> <li>• Design and provide training to Cohort CBOs to administer a survey to residents about the Program</li> <li>• Assess organizational capacity of cohort CBOs to sustain their Promotora/CHC Program</li> <li>• Develop a data collection template for cohort CBOs to collect and report on program metrics.</li> </ul>
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<b>Implementation &amp; Measurement</b>	<p>Goal 4. Program Monitoring and Evaluation</p> <p>Evaluate the mobilization of the community and identify factors that contribute to successful CHC and CBO engagement.</p>
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<b>Timeline &amp; Deliverables</b>	<p>12/1/2022 - 02/29/2024</p>
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## II. Method of Accountability

El Sol will work with the Program Manager to analyze process variables for data collection which will include:

Performance Metrics	Description/Milestones
<p><b>Training</b></p> <p>Number and type of trainings provided</p> <p>Number of P/CHC receiving training; by total number of P/CHC, number per CBO, and by session</p>	<ul style="list-style-type: none"> <li>• Objective 1.1. By month 3, engage with City and up to seven (7) CBOs for outreach and program onboarding, as measured by lists of participants.</li> <li>• Objective 1.2. By month 3, the CHC Capacity Building Partners, will lead the development or adaptation of training modules designed for CHC core curriculum training, as measured by verification of training modules.</li> <li>• Objective 1.3. By month 4, 100% of selected CBO leaders complete a) core CHC curriculum training and b) training for Supervisors and Managers, as measured by participant certificate of completion.</li> <li>• Objective 1.4. By month 9, CBOs (as a group) will reach an initial pilot of 200 underserved individuals to demonstrate ability to reach population in support of the goal that “<i>every individual in Long Beach... has equitable access to preventive healthcare and mental health services,</i>” as measured by participant contact logs.</li> <li>• Objective 1.5. By month 11, 95% of Promotoras/CHCs will participate in 6 additional training sessions (i.e., 3 health topic trainings, 3 trainings on cultural literacy awareness or other health topics), as measured by training completion logs.</li> <li>• Objective 1.6. By month 12, 85% of Promotoras/CHCs report an increase in knowledge in areas such as Promotores Model, community organizing, group facilitation, consensus building, and informal/popular education methodology, as measured by pre-post participant surveys.</li> <li>• Objective 1.7. By month 12, 90% of Promotoras/CHCs report increased capacity to provide culturally appropriate health educational information, deliver health activities, and mobilize the community, as measured by pre-post surveys and field observation.</li> </ul>
<p><b>Health Education Material Development</b></p>	<ul style="list-style-type: none"> <li>• Objective 3.1. By month 3, CBOs develop and administer program baseline survey to a pilot sample of 200 community members.</li> <li>• Objective 3.2. By month 6, complete the design of the six (6) required Health Topic Training, as measured by completion of training materials.</li> <li>• Objective 3.3. By month 12, 100% of CBOs demonstrate an increased capacity to a) develop training modules, and b) impact their CHCs and communities as measured by an increase in community outreach activities, CHC satisfaction, and self-reported community health knowledge and resource material utilization.</li> <li>• Objective 3.4. By month 12, CBOs deliver program survey to 200 community members.</li> </ul>

	<ul style="list-style-type: none"> <li>• Objective 3.5. By month 12, CBOs develop or adopt satisfaction surveys, as measured by satisfaction survey results.</li> </ul>
<p><b>Technical Assistance</b></p> <p>Hours and types of technical assistance; number of hours and type provided to each organization</p>	<ul style="list-style-type: none"> <li>• Objective 2.1. By month 3, 100% of CBOs complete baseline Organizational Capacity Assessment (OCA) scale.</li> <li>• Objective 2.2. By month 4, 100% of CBOs report increased in capacity to develop CHC programs and CBO-specific Community Activities Plans/Interventions (contributing to at least one of the LBDHHS goals), as measured by participant surveys.</li> <li>• Objective 2.3. By month 6, CBOs co-design 6 additional training sessions (3 health topic trainings, 3 trainings on cultural literacy awareness or other health topics), as measured by curriculum documentation.</li> <li>• Objective 2.4. By month 9, 100% of CBOs receive at least 25 hours of capacity building technical assistance training, as measured by TA log.</li> <li>• Objective 2.5. By month 11, 100% of CBOs re-assess organizational capacity, as measured by completion of a post OCA.</li> <li>• Objective 2.6. By month 12, 95% of participating CBOs will have improved their organizational capacity to deliver and manage promotoras/CHC-based community health programs, as measured by a change of at least one level on the Organizational Capacity Assessment (OCA) scale.</li> </ul>
<p><b>Program Evaluation</b></p> <p>Self-efficacy of P/CHC trained; measured by comparing survey results before trainings begin and after receiving trainings</p>	<ul style="list-style-type: none"> <li>• Objective 4.1. By month 2, develop an evaluation process to assess program and CBO community activities, including goals, data collection and analysis framework.</li> <li>• Objective 4.2. By month 6, CBOs co-design data collection measurement tools and set up monitoring and evaluation systems.</li> <li>• Objective 4.3. By month 10, CBOs will self-report increased understanding of participatory evaluation methods and Empowerment evaluation.</li> <li>• Objective 4.4. By month 11, CBOs administer program endline survey to 200 community members.</li> <li>• Objective 4.5. By month 12, CBOs administer satisfaction surveys to CHCs, as measured by satisfaction survey results.</li> <li>• Objective 4.6. By month 12, participants will report 90% satisfaction with the training, technical assistance, Community Interventions (Community Activities), and material development process, as reported by participant satisfaction survey.</li> <li>• Objective 4.7. By month 12, implement a CHC summit and present the outcomes and impact of the program submitted in an outcome report.</li> </ul>

The above metrics and progress toward milestones will be included in reports to be submitted to City as follows:

<b>Reporting Schedule</b>	
<b>Report</b>	<b>Due Date</b>
Report 1 December 1 – March 31, 2023	April 17, 2023
Report 2 April 1 – June 30, 2023	July 17, 2023
Report 3 July 1 – September 30, 2023	October 17, 2023
Report 4 October 1 – December 31, 2023	January 17, 2024
Report 5 – Final Report January 1 – February 29, 2024	April 17, 2024

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

The City will issue 25% of the funding award amount (\$250,000.00) upon initiation of the contract.

Future payments will be issued following approval of submitted invoices and proof of deliverables and/or reasonable progress expectations during the invoice period per the below schedule.

Supporting documentation for invoicing shall include, but not be limited to, the following:

**Personnel:** El Sol personnel cost shall include personnel name, title, number of hours, hourly rate, and amount billed. Other personnel documentations are to be maintained by the organization for review and/or auditing by the City of Long Beach, for a period of not less than five (5) years.

**Non-Personnel:** For all purchases, receipts shall be accompanied with the invoice (including subcontractor invoices); events and trainings shall include sign-in sheets, event flyers, training materials, and pictures; copies of invoices are required for subcontractors and consultants; gift card giveaways require preapproval with the City, per CDC guidelines, recipient contact information, signatures of dispersal and receipt, and date. Other non-personnel documentations are to be maintained by the organization for review and/or auditing by the City of Long Beach, for a period of not less than five (5) years.



<b>Payment Schedule</b>		
<b>Invoice Due Date</b>	<b>Period Covering</b>	<b>Amount*</b>
Two weeks after execution of contract by City Manager	Execution of contract by City Manager to date of first invoice	\$250,000.00
April 17, 2023	Contract initiation – March 31, 2023	TBD, based on work performed
May 10, 2023	April 1, 2023 – April 30, 2023	TBD, based on work performed
June 10, 2023	May 1, 2023 – May 31, 2023	TBD, based on work performed
July 17, 2023	June 1, 2023 – June 30, 2023	TBD, based on work performed
August 10, 2023	July 1, 2023 – July 31, 2023	TBD, based on work performed
September 17, 2023	August 1, 2023 – August 31, 2023	TBD, based on work performed
October 10, 2023	September 1, 2023 – September 30, 2023	TBD, based on work performed
November 10, 2023	October 1, 2023 – October 31, 2023	TBD, based on work performed
December 17, 2023	November 1, 2023 – November 30, 2023	TBD, based on work performed
January 10, 2024	December 1, 2023 – December 31, 2023	TBD, based on work performed
February 10, 2024	January 1, 2024 – January 31, 2024	TBD, based on work performed
April 17, 2024	February 1, 2021 – February 29, 2024	TBD, based on work performed

**\*Total Amount of Services Not to Exceed \$1,000,000.**

**BUDGET NARRATIVE**

Promotora/Community Health Champion Training and Technical Assistance Provider

**PERSONNEL EXPENSES: \$347,672.00**

**Executive Director (.10 FTE): Mr. Alexander Fajardo** will be responsible for establishing the connection with City leadership, Community Based Organizations (CBO), and Subcontractors; attend to all City Meetings; and bring the most relevant information regarding the CHWs/Ps in California. 168 Hours will be dedicated to the project for a total salary **\$8,400.00**.

**The CHWs/Promotoras Training Center Director (.30 FTE): Ms. Odilia Garcia** will oversee daily operations, maintain the CHWs principles, and provide overall project monitoring to ensure timelines all reporting requirements are met. 504 Hours will be dedicated to the project for a total salary of **\$17,136.00**.

**Project Coordinator (1.00 FTE): Ms. Andrea Gutierrez** will oversee and support the CHWs/Ps Training and CBO Capacity Building; and coordinate with partners and El Sol team on the workplan, to include supervising the program staff on the project. 1,680 Hours will be dedicated to the project for a total salary of **\$42,000.00**.

**CHWs/Facilitator (1.00 FTE): Ms. Erica Marroquin** will coordinate all of the trainings for the CBOs CHWs/Ps in partnership with Latino Health Access and coordinate all aspects of the health education process to create culturally sensitive materials in different languages. 1,680 hours will be dedicated to the project for a total salary **\$42,000.00**.

**CHWs/Ps Logistics Coordinator (1FTE): Mr. Isaac Mendez** will coordinate all of the logistics for all aspects of the project (Trainings, Meetings, etc.) and maintain a data-base of all participants. 1,680 hours will be dedicated to the project for a total salary of **\$38,640.00**.

**Project Office Support (1.00 FTE): TBD** will support all the operations of the project staff including printing materials and organizing outreach packages for CHWs, Subcontractors, and CBOs; and ordering materials, inventory, etc. 1,680 Hours will be dedicated to this project for a total salary of **\$30,240.00**.

**Project Fiscal Analysis (1.00 FTE): Ms. Flores** will oversee all the fiscal requirements, invoices for project staff, Subcontractors, and CBOs; will provide support to all subcontracts in their monthly invoice reports; and will prepare ongoing reports for management, CPA, and funder. 1,240 hours will be dedicated to the project for a total salary of **\$26,460.00**

**CHWs/Ps Marketing and Media Support (1FTE): Mr. Juan Torrez** will support CBOs and CHWs by facilitating access to all materials developed in this project, putting these materials

in a website or an app that can be used by CBOs and CHWs/Ps. He will also create a marketing strategies toolkit for CBOs and CHWs. 1,240 Hours will be dedicated to this project for a total salary of **\$31,920.00**.

**CHWs/Ps Mentors and Coaches:** CHWs/Ps will be available to support any CBOs as requested in all of the activities deployed by their team to mentor and coach with the best strategies in the community. 800 hours will be available for these activities for a total salary of **\$18,720.00**.

**CHWs Curriculum Development:** TBD will support the creation of the training materials, coordinate with CBOs for feedback, and oversee all the data entry of the CHWs activities and CBOs, supporting the evaluation consultant and providing reports for funder and management. 800 hours will be dedicated to the project a total salary of \$26,000.

**Total Salaries: \$281,516.00**

Fringe benefits are calculated at 23.5% for all personnel and are comprised of Social Security and Medicare taxes, health insurance, life insurance, and retirement plan contributions. **Total Fringe Benefits: \$66,156.00**

**NON-PERSONNEL/OTHER EXPENSES: \$23,595**

**EQUIPMENT:** 2 Computers and 2 Printers will be purchased to support 2 project staff. An estimate of \$850.00 for each item will be allocated for a **total of \$3,400.00**

1 Video Camera will be purchased to record project activities and impact and create promotional and educational videos for a **total of \$1,200.00**.

**SUPPLIES:** General office supplies, \$500.00 based per month times 14 months for a total of \$7,000.00. The training center provides basic office supplies (printer paper, pens, paper clips, binder clips, staplers) to each employee for project implementation at a cost of \$700/month. **Total Supplies: \$7,000.00**

**TRAVEL:** Approximately 19,192 miles will be used for local and regional travel. This funding will support travel for the Project staff to travel to various trainings, outreach support sites and in-person meeting. Travel is calculated at the federally reimbursed rate of \$0.625 per mile<sup>1</sup>. **Total Travel: \$11,995.00**

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<sup>1</sup> <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates>



**SUBCONTRACTING EXPENSES: \$450,420**

**TRANSLATION SERVICES:** Translation services company will be contracted to support the project and the CBOs in providing translation in different languages, etc. \$24,500.00 will be allocated to these services. **Total Translation Services: \$24,500.00**

**SUBCONTRACTOR LOMA LINDA UNIVERSITY:** Loma Linda University will provide 1 FTE evaluator dedicated to this project and 30% of a senior evaluator that will work in collaboration with City of Long Beach staff and CBOs on all evaluation aspects of the project (Training, CBOs, Capacity Building, and Community Impact). Loma Linda University will also provide student support for the entire project. **Total Loma Linda Subcontract Cost: \$125,000.00**

**SUBCONTRACTOR LATINO HEALTH ACCESS:** LHA will provide 2 FTEs Community Health Workers/Promotoras to support all of the training and support to CBOs in all of the outreach activities; 1 LHA Manager will support all of the Capacity Building sessions and will support in the creation of all of the Health Education Materials. **Total LHA Subcontract Cost: \$200,000.00**

**DESIGNER TEAM:** Project Designer and artist will be contracted to create all of the marketing the health education activities such as flyers, brochures, media posting, in different languages, etc. \$15,000.00 will be allocated to these services at an average of \$30.00 per hour. **Total Project Designer Cost: \$25,000.00**

**CAPACITY BUILDING CONSULTANTS:** Consultants will be contracted to support the CBOs based on their assessments (Fund Development, Sustainability, Contracts development with Manage Care Plans, CalAIM Experts, etc). Consultants will work with El Sol and LHA to prepare trainings and provide Technical Assistance for CBOs. **Total for Consultants: \$10,000.00**

**AFRICAN AMERICAN AND ASIAN AMERICAN CHWS, MASTER STUDENT STIPENDS:** El Sol will bring CHWs/Ps from different backgrounds and ethnicities to participate in the advisory group and the health education group. **Total Stipends: \$47,500.**

**VIDEO/PRODUCER:** El Sol will contract a local professional marketing specialist that will help to promote the activities performed by the CBOs. **Total Marketing Specialist: \$18,420.00.**

**INDIRECT COSTS/OVERHEAD: \$178,307**

An indirect cost rate of 21.7% (Indirect Federal Approved) is applied to direct costs for El Sol Neighborhood Educational Center. Indirect costs include all salaries and wages, fringe benefits, and Non-Personnel Costs. **Indirect Costs Total: \$178,307.00.**

**GRAND TOTAL: \$999,994.00**