

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 Health Equity Community
8 Project: COVID-19 Education and Vaccination Outreach as set forth in Exhibit "A" attached
9 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 Two Hundred Thousand Dollars (\$200,000.00).

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 for in Exhibit "A." City shall
17 pay CONTRACTOR in due course following receipt from CONTRACTOR and approval by
18 City of invoices showing progress toward milestones, deliverables and services or tasks
19 performed, the name of the Program, and the City number assigned to this Agreement.
20 CONTRACTOR shall certify on the invoices that CONTRACTOR has performed the
21 services in full conformance with this Agreement and is entitled to receive payment.

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

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

subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

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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, Kevin Hatcher, Black Health Equity
16 Coordinator; kevin.hatcher@longbeach.gov. CONTRACTOR shall provide any reports
17 requested by City regarding performance of the Agreement in the form requested by City
18 and shall be provided in a timely manner as requested by City and as outlined in Exhibit
19 "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

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.

1 15. INSURANCE.

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

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

23 (b) Workers' Compensation insurance as required by the California
24 Labor Code and employer's liability insurance in an amount not less than
25 \$1,000,000. This policy shall be endorsed to state that the insurer waives
26 its right of subrogation against City, its boards and commissions, and their
27 officials, employees, and agents.

28 (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
7 liability in an amount not less than One Million Dollars (\$1,000,000) per
8 claim 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.

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

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

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

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

16. INDEMNITY.

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

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.

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1 22. NOTICES. Any notices to be given under this Agreement shall be
2 given in writing. Such notices may be served by personal delivery, facsimile transmission
3 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall
4 be effective two (2) calendar days after the date of mailing of the same, and when served
5 by facsimile transmission or personal delivery shall be effective upon receipt. For the
6 purposes hereof, the address of City, and the proper person to receive any such notices
7 on its behalf, is: Kevin Hatcher, Black Health Equity Coordinator,
8 Kevin.Hatcher@longbeach.gov, at the mailing address as indicated above; and the mailing
9 address of CONTRACTOR is P.O. Box 23201, Santa Ana, CA 92707.

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

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

1 CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR
2 warrants that Data shall not be made available to any person or entity for use without the
3 prior approval of City. This warranty shall survive termination of this Agreement.

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

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

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

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28. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

29. COUNTERPART AND ELECTRONIC SIGNATURES. This

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

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**Exhibit “A”
Scope of Work**

Project Activity	Health Equity Community Projects: COVID-19 Education and Vaccination Outreach
Contractor	The G.R.E.E.NE Foundation dba The G.R.E.E.N Foundation (Hereinafter referred to as “Contractor”)

I. Project Summary

The City of Long Beach (City), Department of Health and Human Service (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

SERVICE	IMPLEMENTATION and MEASUREMENT	TIMELINE & QUARTERLY MILESTONES
1. COVID-19 Outreach and Community Events Build rapport in community and serve the underserved and underrepresented populations.	Provide COVID-19 education events in low vaccinated rated underserved and underrepresented areas Outcomes: 300 Long Beach residents will receive their first vaccine and 150 will received two booster shots, and share the information with their families, friends, and neighbors (for a total of 450 residents impacted) Co-host/attend 6 community outreach events Submit Tools and Documentation:	1.1.23– 12.31.23 Q1 (Jan. 2023-March 2023) milestones: 1. Staff participate in a program orientation to fully understand outreach & program outcome goals. 2. Identify list for outreach.

	<p>Reporting Tool</p> <p>Monthly schedule of monthly, in person and virtual outreach events, education events, and support groups.</p> <p>Referrals list of participants navigated to support services.</p> <p>Sign in sheets from events</p> <p>Event flyers</p> <p>Event pictures</p>	<p>3. Develop event calendar for the program.</p> <p>Q2 (April 2023-June 2023) milestones:</p> <ol style="list-style-type: none"> 1. Help with the administration of 150 vaccinations 2. Help with the administration of 75 boosters <p>Q3 (July 2023-Sept. 2023) milestones:</p> <ol style="list-style-type: none"> 1. Help with the administration of 150 vaccinations 2. Help with the administration of 75 boosters <p>Q4 (Oct. 2023-Dec. 2023) milestones:</p> <ol style="list-style-type: none"> 1. Conduct follow-up calls (Client Navigation). Target: 225
<p>2. Partner Agency Engagement</p>	<p>Bimonthly canvassing to businesses in underserved underrepresented areas.</p> <p>Monthly exhibitions with existing partners who manage food banks and homeless shelters, etc.</p> <p>Weekly culturally affirming telephone calls, text messages, and email blasts to partners.</p> <p>Conduct three (3) training workshops to address vaccination hesitancy.</p> <p>Outcomes:</p> <p>Collaboration with 10 organizations and service providers to plan and provide outreach events throughout the City.</p> <p>Train up to 30 individuals in outreach ‘best practices’ and tactics.</p>	<p>1.1.23– 12.31.23</p> <p>Q1 (Jan. 2023-March 2022) milestones:</p> <ol style="list-style-type: none"> 1. Initial outreach to service providers (develop email list) <p>Q2 (April 2023-June 2023) milestones:</p> <ol style="list-style-type: none"> 2. Share confirmed dates for outreach events among partners 3. Host two (2) orientation/training sessions for partners/volunteers 4. Confirm partner and volunteer lists

	<p>An intensive 3-day Advocacy Bootcamp will equip all partners with deeper knowledge of engagement strategies and hands-on phone banking techniques and practicum.</p> <p>Identify 15 businesses who will agree to become an outreach and engagement partner.</p> <p>Submit Tools and Documentation:</p> <p>Reporting Tool</p> <p>Training workshop Sign-in sheets</p> <p>Event pictures</p> <p>Post survey from attendees (service providers/partners)</p> <p>Referrals list of participants navigated to support services.</p> <p>Workshop schedule & topics</p> <p>List of partner organizations</p> <p>Attendance roster from online/virtual meetings</p>	<p>Q3 (July 2023-Sept. 2023) milestones:</p> <ol style="list-style-type: none"> 1. Each partner would have participated in at least 1 outreach event 2. Revisit calendar of events to update new event opportunities for the rest of the year. <p>Q4 (Oct. 2023-Dec. 2023) milestones:</p> <ol style="list-style-type: none"> 1. Host <i>Advocacy Bootcamp</i> 2. Renewed volunteer recruitment 3. Re-train staff & interns 4. Launch and collect feedback through surveys
<p>3. Support Groups and Care Navigation</p>	<p>Conduct six (6) bi-monthly resident support groups focused on COVID-19 Vaccination concerns, and virtual and online meetings with plans to transfer to hybrid platform to accommodate relaxed COVID-19 restrictions.</p> <p>Outcomes:</p> <p>60 Long Beach residents will change their assumptions and mindsets toward the vaccine, becoming more accepting and supportive of it and will spread information about its benefits.</p> <p>30 residents will receive follow up wellness check-ups and benefit from the additional social support services.</p> <p>Submit Tools and Documentation:</p> <p>Reporting Tool</p> <p>Pre/Post surveys to capture mindset or attitude shifts</p>	<p>1.1.23– 12.31.23</p> <p>Q1 (Jan. 2023-March 2023) milestones:</p> <ol style="list-style-type: none"> 1. Identify support group dates <p>Q2 (April 2023-June 2023) milestones:</p> <ol style="list-style-type: none"> 1. Finalize survey instruments. 2. Launch 2 support group sessions 3. Provide first and second rounds of wellness check-ups 4. Finalize guest speakers and presenters for support groups

	<p>Support group sign-in sheets</p> <p>Support group schedule</p> <p>Event flyer</p> <p>Resident testimonials</p>	<p>Q3 (July 2023-Sept. 2023) milestones:</p> <ol style="list-style-type: none"> 1. Provide 2 support group session 2. Provide third round of wellness check-ups <p>Q4 (Oct. 2023-Dec. 2023) milestones:</p> <ol style="list-style-type: none"> 1. Provide 2 support group sessions 2. Provide the fourth and fifth rounds of wellness check-ups 3. Synthesize data from all support groups
<p>4. Health Literacy Workshops</p>	<p>Conduct (3) Health & Financial Literacy workshops</p> <p>Provide information about importance of routine screenings and vaccinations and understanding health insurance benefits, and how to acquire them (1-hour long workshops)</p> <p>Conduct at least (2) workshops on vaccine hesitancy for parents with children ages 0-4 (1-hour long workshops)</p> <p>Long Beach residents will attend one (1) regional conference to participate in other health literacy activities, workshops and to expand their network.</p> <p>Outcomes:</p> <p>100 Long Beach residents (18 and older) improve their understanding of the benefits of vaccination and will know where to follow-up for questions related to insurance coverage.</p> <p>100% of the clients will be referred to culturally affirming primary care and other social support services.</p> <p>125 parents of children (ages 0-17) will understand how to address questions and fears about the vaccine and will know where to access the vaccination and other resources.</p>	<p>1.1.23– 12.31.23</p> <p>Q1 (Jan. 2023-March 2023) milestones:</p> <ol style="list-style-type: none"> 1. Insurance providers & licensed insurance agents are identified for workshops. 2. Financial Literacy presenters are identified for workshops. <p>Q2 (April 2023-June 2023) milestones:</p> <ol style="list-style-type: none"> 1. Host 1 Health Literacy workshop. 2. Host 1 Vaccine Hesitancy workshop. 3. Act NOW Comprehensive Health Conference <p>Q3 (July 2023-Sept. 2023) milestones:</p>

	<p>Up to 100 Long Beach residents will engage in a regional event to renew their understanding of COVID-19 through the latest research and will connect with other organizations and residents (Act NOW Comprehensive Health Conference).</p> <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Reporting Tool • Pre/Post surveys • Workshop Sign-in sheets • Event pictures • Event flyer • Resident testimonials • Conference registration list 	<p>1. Host 1 Financial Literacy workshop.</p> <p>Q4 (Oct. 2023-Dec. 2023) milestones:</p> <ol style="list-style-type: none"> 1. Host 2 Vaccine Hesitancy Workshop 2. Data synthesis for all workshops
<p>5. Participate in the City’s Existing COVID-19 Planning and Outreach Efforts</p>	<p>Program and agency staff will attend monthly meetings and quarterly multicultural council meetings for the duration of the contract.</p> <p>Outcome:</p> <p>Create and maintain 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>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Attendance log (date/time and attendee) 	<p>1.1.23– 12.31.23</p> <p>Quarterly milestones to be determined-based on DHHS’ schedule</p>

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.
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.

The Health Department is committed to building strong partnerships with community organizations to achieve health equity. This work cannot be done alone. As partners, we are committed to 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 or issues before and as they are occurring. As part of this Contract, you/your organization commit to creating and maintaining good partnerships with the Health Department, other organizations in the community, and community members or clients engaged in the course of work.

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	25% Advance	\$50,000.00
Quarter 1: Report and Invoice for services provided during January 1, 2023 – March 31, 2023	April 17, 2023	\$42,000.00
Quarter 2: Report and Invoice for services provided during April 1, 2023 – June 30, 2023	July 17, 2023	\$36,000.00

Quarter 3: Report and Invoice for services provided during July 1, 2023 – September 30, 2023	October 17, 2023	\$36,000.00
Quarter 4: Final Report and Invoice for services provided during October 1, 2023 – December 31, 2023	January 17, 2023	\$36,000.00

EXHIBIT "B"

The G.R.E.E.N Foundation

Budget Contact Name & Phone: Ernesta Wright, 714-507-0338

Project Name: The GREEN Foundation (TGF) COVID-19 Education and Vaccination Outreach

COST NARRATIVE	Updated Budget
PERSONNEL EXPENSES - Hourly time for staff directly supporting this project. For any personnel cost, back up documentation will be required.	
Personnel Expenses include fringe benefits	
Project Director: .50 FTE; provides overall leadership and management; oversees implementation and capacity building of staff and volunteers; partner	\$ 30,000
Project Coordinator: .50 FTE; implementation of program activities and partner en	\$ 25,000
Community Health Advocate: .75 FTE; supports the Project Director; coordinates monthly events; monthly reporting	\$ 35,000
Project Administrator .25 FTE; schedules mandatory Technical Assistance; attends n	\$ 10,000
Fringe Benefits (15%)	\$ 15,000
Total Personnel	\$ 115,000
NON-PERSONNEL/OTHER EXPENSES	
PROGRAM EXPENSES	
Health Education materials- ETR publishing (prices vary from .25ea-\$1.50)	\$ 1,640
Event supplies (hand sanitizers, masks, disinfectant wipes, promotional items for attendees, easels)	\$ 1,000
Vendor fees: Access to festivals, fairs, events, and FBO/CBO workshops	\$ 4,645
OFFICE SUPPLIES	
Office materials (pens, markers, paper, lamination sheets (COVID protected), binders, labels, envelopes, ink toner)	\$ 495
POSTAGE	
Postage and shipping to send hard copies and health education materials to partners for distribuon 300pcs @ .60 postage=\$180; shipping avg. \$13 per pkg. 100=\$1,300= \$1,480	\$ 1,480
MARKETING & ADVERTISING	
Advertisement: local newspapers, publications, special events \$350p/mo. X 6	\$ 2,100
PRINTING	
Printing of flyers of testing/vaxx sites, listings of local support services 5,000 copies @ .17 per page black ink	\$ 850
SUBCONTRACTOR: Evaluator	
Evaluation Consultant to create evaluation tools and to help synthesize/assess data. Estimated hourly @ \$70/hr.	\$ 5,500
SUBCONTRACTOR: Web Master	
Web Manager will provide maintenance and troubleshooting of site as well as help with information updates. Estimated \$250/month.	\$ 3,000
SUBCONTRACTOR: Outreach and Client Navigators	
Subcontractors (2) to support outreach, community engagement and client navigation \$20,000 x 2 (\$1,666.66per month) to support two-member team	\$ 40,000
SUBCONTRACTOR: Trainers	
TRANSPORTATION & MILEAGE	
Mileage: Not to exceed amount. 4 staff x approximately 30 miles per month x 12 months x \$0.625 per mile	\$ 908
Parking expenses for 4 staff estimated at \$125/year for each; \$500 for 4 staff.	\$ 500
Transportation incentive of \$25 for Conference, workshops, outreach events for VAXX, (58 resident participants; carpooling expected)	\$ 1,450
VOLUNTEER STIPENDS	
End of Year Celebration (virtual): certificates of appreciation; small gifts (estimated at \$30/volunteer for up to 75 volunteers/partners and \$200 stipend to	\$ 3,250
Total Non-Personnel/Other Expenses	\$ 66,818
SUBTOTAL EXPENSES (excluding Indirect/Overhead)	\$ 181,818
INDIRECT/OVERHEAD EXPENSE (10% of Expenses)	\$ 18,182
TOTAL EXPENSES (Personnel + Non-Personnel/Other + Indirect Costs)	\$ 200,000