

LONG BEACH RECOVERY ACT SERVICES AGREEMENT

36518

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT ("Agreement") is made and entered into, as of January 31, 2023, for reference purposes only, by and between the CITY OF LONG BEACH ("City"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and CALIFORNIA AQUATIC THERAPY & WELLNESS CENTER, INC. ("CONTRACTOR"), a California nonprofit corporation, with its principal place of business at 6801 Long Beach Blvd., Long Beach, California 90805.

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-22-105, Promotoras/Community Health Champions 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

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

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

1. PROGRAM. The City agrees to provide funding to the CONTRACTOR for the development and implementation of the Promotoras/Community Health Champions programs to promote education and wellness opportunities across Long Beach communities, as set forth in Exhibit "A" attached hereto and incorporated by this reference.

2. FUNDS. The CONTRACTOR hereby acknowledges and agrees that the City's total contribution for the CONTRACTOR's approved Program shall not exceed One Hundred Forty-Five Thousand, Seven Hundred Fifty Dollars (\$145,750.00).

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

4. AGREEMENT TERM. The term of this Agreement shall commence on February 13, 2023 ("Commencement Date") and, subject to the termination provisions of paragraph 8, end on the earlier of March 31, 2024, or the final disbursement of the full funding amount and completion of any required close out activities and reports (the "Term"). CONTRACTOR shall not begin work until the Agreement term has commenced and until CONTRACTOR'S evidence of insurance has been delivered to and approved by

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

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

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

22 U.S. Department of Health and Human Services

23 Office of the Inspector General

24 ATTN: Mandatory Grant Disclosures, Intake Coordinator

25 330 Independence Avenue, SW

26 Cohen Building, Room 5527

27 Washington, DC 20201

28 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in

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

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

7. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its performance reporting with City's representative, Maricela de Rivera, Multicultural Health Equity Coordinator; Maricela.DeRivera@longbeach.gov. CONTRACTOR shall provide any reports requested by City regarding performance of the Agreement in the form requested by City and shall be provided in a timely manner as requested by City and as outlined in Exhibit "A."

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

A. In the event CONTRACTOR fails to perform or comply with an obligation or a term, condition or provision of this Agreement, the City may notify the CONTRACTOR in writing of the delay or nonperformance, and if not cured in five (5) working days, the City may terminate this Agreement in its entirety, or any part thereof, or the City may, upon written notice to CONTRACTOR, terminate this 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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12. SEVERABILITY. If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

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

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

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

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

7 (e) Crime insurance including Employee Dishonesty (Theft) in an
8 amount awarded up-front but not less than Twenty-Five Thousand Dollars
9 (US \$20,000) covering the funding provided prior to work being performed
10 pursuant to this Agreement. Such insurance shall name the City of Long
11 Beach as a loss payee as its interests may appear (ATIMA).

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

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

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

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

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

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

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

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

26 16. INDEMNITY.

27 A. CONTRACTOR shall indemnify, protect and hold harmless
28 City, its Boards, Commissions, and their officials, employees and agents

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

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

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

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1 D. The provisions of this Section shall survive the expiration or
2 termination of this Agreement.

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

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

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

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

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

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: Maricela de Rivera, Multicultural Health Equity Coordinator,
8 Maricela.DeRivera@longbeach.gov; and the mailing address of CONTRACTOR as
9 indicated above.

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. DATA PRIVACY. Data collected by CONTRACTOR will be
13 aggregated and shared with the City. CONTRACTOR shall disclose to any necessary party
14 that they are collecting data and are providing aggregated data to the City. Aggregated
15 data will be used to inform health initiatives throughout the City. The City may publish
16 derived, aggregated, and/or anonymized data. Data will be made available at the latest
17 one year after producing or gathering it, even if publications related to the data are still in
18 progress or pending. City will endeavor to guarantee that the data are accurate, complete,
19 authentic, and reliable. Data will be kept for at least seven (7) years after capture, if allowed
20 by the policies of the source. In alignment with HIPAA regulations, shared stories, data,
21 and program information will be made available to the public (press releases, social media
22 posts, city website, etc.).

23 27. In general, the City makes all data publicly and openly available. For
24 personally identifiable information (PPI) and protected health information (PHI), however,
25 the City does not have the right to make the data publicly available. The use of data comes
26 with concerns over privacy, trust, and responsible use. The City may publish derived,
27 aggregated, and/or anonymized data. Together with the full provenance and data
28 versioning supported by the City, this guarantees reproducibility of scientific results.

1 28. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential
2 and shall not disclose the Data or use the Data directly or indirectly, other than in the course
3 of performing its services, during the term of this Agreement or following expiration or
4 termination of this Agreement. In addition, CONTRACTOR shall keep confidential all
5 information, whether written, oral or visual, obtained by any means whatsoever in the
6 course of performing its services for the same period of time. CONTRACTOR shall not
7 disclose any or all of the Data to any third party or use it for CONTRACTOR'S own benefit
8 or the benefit of others except for the purpose of this Agreement.

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

15 30. OUTREACH MATERIALS. When disseminating materials,
16 CONTRACTOR will not include City of Long Beach logo or any City affiliation without prior
17 approval from a City representative Maricela de Rivera, Multicultural Health Equity
18 Coordinator, Mariccela.DeRivera@longbeach.gov. Use of City logo without pre-approval
19 to disseminate will be considered vendor non-compliance and may result in corrective
20 action.

21 31. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

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

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

3 CALIFORNIA AQUATIC THERAPY &
4 WELLNESS CENTER, INC., a California
5 nonprofit corporation

6 February 3, 2023

By [Signature]
Name CARLOS J. URBINA
Title PRESIDENT Board of Directors

7
8 February 3, 2023

By [Signature]
Name LAT DIXON
Title Executive Director

9 "CONTRACTOR"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 February 17, 2023

13 By [Signature]
14 City Manager
15 EXECUTED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER.
18 "City"

19 This Agreement is approved as to form on February 2, 2023.

20 DAWN MCINTOSH, City Attorney

21 By [Signature]
22 Marsha M. Yasuda, Deputy
23
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Exhibit “A” Scope of Work

Project Activity	Promotora/Community Health Champions CBO
Contractor	California Aquatic Therapy & Wellness Center, Inc. DBA Pools of Hope (Hereinafter referred to as “Contractor”)

I. Project Summary

The City of Long Beach (City) Department of Health and Human Services (Health Department) is partnering with organizations to expand existing or launch new Promotora/Community Health Champions (P/CHC) programs to promote education and wellness opportunities across Long Beach communities. The Health Department aims to expand the presence of P/CHC to specifically reach and connect Long Beach residents who have been most impacted by the COVID-19 pandemic to provide accurate and culturally responsive health information and resources.

II. Goals

Goals of this Program include the following:

- Build collaboration at neighborhood levels with the awarded Contractors, including formal and/or informal organizational partnerships within the proposal narrative.
- Address health inequities and disparities by developing a system of linkages and referrals using P/CHC programs to increase residents’ awareness of the various culturally and neighborhood specific resources available in Long Beach.
- Ensure every individual in Long Beach, regardless of background, neighborhood, or identity, has equitable access to quality, inclusive, timely, and preventive healthcare and mental health services.
- Provide culturally appropriate resources to the many communities in the City that have historically not experienced a high level of investment and access to vital resources, resulting in disproportionate negative COVID-19 impacts.

III. Scope of Work:

SERVICE	IMPLEMENTATION and MEASUREMENT	TIMELINE
Recruitment & Training of P/CHCs in Collaboration with TTA Provider	Activities: <ul style="list-style-type: none"> • Collaborate and attend up to 6 trainings provided by Training and Technical Assistance (TTA) Provider • Participate in up to 20 hours of one-on-one technical assistance with TTA Provider 	02/13/2023-02/29/2024

	<ul style="list-style-type: none"> • Identify additional training opportunities to strengthen DEI, increase knowledge of best practices, safety awareness, and evaluation, on-going throughout the grant period. • Hire a culturally-competent CHC to work with BIPOC priority populations in North Long Beach • Engaged in training opportunities to build skills and knowledge for effective health education delivery <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Reporting Tool • Training Sign-in sheets • Quarterly Check-in 	
Community Events Outreach & Education	<p>Activities:</p> <ul style="list-style-type: none"> • Create a calendar of workshops, events, health fairs, Food Pantry days, and other outreach activities, on-going throughout the grant period. • Conduct a marketing and outreach campaign through flier dissemination, social media, person-to-person, and other methods, to promote health messaging and distribute resources, throughout the grant period. Information will be culturally-competent, bilingual English/Spanish, accessible and inclusive. <ul style="list-style-type: none"> ○ Reach: 5,000 Residents <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Reporting Tool • Incentives Log • Viewer surveys • Flyers • Pictures • Tagging @lbhealthdept on social media posts to be widely shared 	02/13/2023-02/29/2024

Referral, Care Coordination/ Navigation & Service Beneficiary Identification	<p>Activities:</p> <ul style="list-style-type: none"> • Join and participate in the City's Resource and Referral Network, Unite Us, to strengthen collaboration and provide navigation assistance for residents in need. • Build equitable access to health care, support services, resources and referrals for North Long Beach residents <ul style="list-style-type: none"> ○ Goal: Reach 250 residents • Ensure all programs are accessible and inclusive for at-risk and hard-to-reach BIPOC populations, including people living with a disability, older adults 65+, and low-income families • Increased access to mental health services, referrals and resources; prevent and manage chronic conditions; and, prevent the spread of communicable diseases at high-risk areas. <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Reporting Tool • # of Referrals • # of case navigations 	02/13/2023-02/29/2024
Educational Materials &/or Workshops	<p>Activities:</p> <ul style="list-style-type: none"> • Have 10 workshops and small group activities, particularly health promotion events that teach nutrition and demonstrate healthy eating. <ul style="list-style-type: none"> ○ Reach: 200 LB Residents • Educational Material Topics will include: <ul style="list-style-type: none"> ○ Mental Health Supports ○ Chronic Disease Prevention and Management ○ Communicable Diseases <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> • Reporting Tool • Workshop Sign-in sheets • Flyers • Pictures • Educational and Workshop Materials 	02/13/2023-02/29/2024

Data Collection	<p>Activities:</p> <ul style="list-style-type: none"> Conduct surveys and collect stories and testimonials of residents that participate in health education events, workshops and small groups, to determine changes in perceived well-being, improvements in knowledge of risk-factors, and engagement in health promoting behaviors. <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> Reporting Tool Incentives Log Surveys Survey results 	02/13/2023-02/29/2024
Participate in City's existing COVID-19 planning and outreach efforts: Multicultural Health Council	<p>Participate in the Health Department's Multicultural Health Council on a quarterly basis. Participation will support COVID-19 outreach and engagement activities, informing culturally competent service delivery and improving health outcomes in the community.</p> <p>Commit to creating and maintaining good partnerships with the Health Department and other organizations in the community by treating one another with dignity and respect, discussing processes and exploring how they can be improved, building trust, and establishing good communication to manage conflicts/issues before and as they occur.</p> <p>Submit Tools and Documentation:</p> <ul style="list-style-type: none"> Attendance log (date/time and attendee) 	02/13/2023-02/29/2024

IV. Performance Metrics

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

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

V. Deliverables, Invoices and Payment Schedule

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

Deliverables	Reporting Tool/Invoices Due	Payout
Start of recruitment and training of staff February 2023	25% Advance	\$36,438.00
Quarter 1 Report and Invoice for services provided during March 1, 2023 – June 30, 2023 Milestones: *Attend 6 TTA trainings *Develop calendar of events *Create and/or edit culturally-appropriate health promotion information for dissemination *Develop surveys and questionnaires for events/workshops/health fairs *Participate in City meetings	July 14, 2023	\$27,328.00

<p>Quarter 2 Report and Invoice for services provided during July 1, 2023 – September 30, 2023</p> <p>Milestones:</p> <ul style="list-style-type: none"> *Participate in a variety of community events, Food Pantry, and other opportunities for conducting outreach *Develop partnerships with community-based organizations and stakeholders for health and wellness referrals *Conduct surveys of the community and event/workshop participants *Collect photographs of events, fairs, etc. *Participate in City meetings 	October 14, 2023	\$27,328.00
<p>Quarter 3 Report and Invoice for services provided during October 1, 2023 – December 31, 2023</p> <p>Milestones:</p> <ul style="list-style-type: none"> *Prepare and implement the annual Back-to-School and Holiday events for wide-scale outreach to the North Long Beach community *Conduct surveys of the community and event/workshop participants *Collect photographs of events, fairs, etc. *Participate in City meetings 	January 14, 2024	\$27,328.00
<p>Quarter 4 Final Report and Invoice for services provided during January 1, 2024 – February 29, 2024</p> <p>Milestones:</p> <ul style="list-style-type: none"> *Track total numbers served *Compile community and participant survey information to determine changes/improvements in health promotion knowledge, behavioral changes, etc. 	March 14, 2024	\$27,328.00

*Compile a report with photographs/documentation of events, fairs, etc.		
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EXHIBIT "B"

Applicant: California Aquatic Therapy & Wellness Center (dba Pools of Hope)
Budget Contact Name & Phone: Patricia Dixon, Executive Director (310)293-7335

COST NARRATIVE	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	
<i>Example – Personnel: 1.0 FTE Program Coordinator to support program development and implementation</i>	
Community Health Champion (0.5FTE)	\$ 35,000
Operations Manager (0.25FTE)	\$ 15,000
Administrative Assistant (0.25FTE)	\$ 12,000
Executive Director (0.25FTE)	\$ 22,000
Total Personnel	\$ 84,000
Non-Personnel/OTHER EXPENSES	
<i>Example - Mileage: 50 miles per month x 12 months x \$0.585 per mile = \$351</i>	
Outreach events	\$ 20,000
Marketing	\$ 7,500
Supplies and materials	\$ 5,000
Food and beverages	\$ 5,000
Incentives - Tier 1	\$ 5,000
Printing and mailing	\$ 3,000
Travel costs	\$ 2,000
Training	\$ 1,000
Total Non-Personnel/Other Expenses	\$ 48,500
SUBTOTAL EXPENSES (excluding Indirect/Overhead)	\$ 132,500
INDIRECT/OVERHEAD EXPENSE (10% of Expenses)	\$ 13,250
TOTAL EXPENSES (Personnel + Non-Personnel/Other + Indirect Costs)	\$ 145,750