

THE CALIFORNIA ENDOWMENT
RESTRICTED PROJECT GRANT AGREEMENT

City of Long Beach

EIN [REDACTED]

33109

Grant Number 20122656

This Restricted Project Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

I. GRANTEE’S STATUS

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT

Department of Health and Human Services - Long Beach Health Access Collaborative: To ensure optimal health care coverage outreach, education and enrollment under the Affordable Care Act by convening a citywide strategic partnership in Long Beach.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

III. EXPECTED OUTCOMES OF GRANT

1. Ensure effective outreach to all populations eligible for coverage through the ACA through identifying and convening key community partners, as indicated by: assessment and identification of who the target population is in order to effectively plan for outreach; development of a list of at least 10 community group members and residents to invite as collaborative members; development of a steering committee; and convening of bimonthly meetings of the collaborative.

2. Effectively disseminate ACA information to the target population, as indicated by creation of 2 types of materials (consumer and professional) in 3 languages (English,

Spanish, Khmer), to be made available in hard copy and on a collaborative-specific website; outreach at 10 events per year; and development of at least one proposal for additional funding sources.

Conduct on large community education forum per year to promote services and information available through the collaborative and educate the public on the ACA.

3. Promote enrollment and retention efforts to populations eligible for current health care programs, as evidenced by: development of HWLA outreach materials specific to Long Beach; development of a City-wide list of enrollment entities; training provided to at least 10 local organizations; and ensure that all endorsed enrollment entities adhere to the Standards and Guidelines for Outreach, Enrollment, Retention and Utilization developed by the LA Access to Health Coalition and The California Endowment.

4. Utilize the collaborative to identify barriers related to accessing health care, as evidenced by: collaborative members from local health providers, Health Management Organizations, Health Care Options, DPSS and other agencies that may provide barrier solutions and development of a culturally competent Fact Sheet on identified barriers.

Continued collaboration between the Health Department and Long Beach BHC site, as evidenced by: ongoing involvement of DHHS in partnership activities that support the BHC plan, as appropriate, as evidenced by attending quarterly hub meetings, grantee meetings, and workgroup meetings.

IV. AMOUNT OF GRANT

\$132,612, payable as follows.

\$32,839 upon The Endowment's receipt of this executed Agreement; \$99,773 on September 30, 2013.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

V. PERIOD OF GRANT

Grant funds are to be applied to expenses incurred for the period from March 15, 2013 to March 14, 2015, unless otherwise agreed upon in writing by The Endowment.

VI. TERMS AND CONDITIONS OF GRANT

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:

- a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.
- B. Return of Funds. Grantee shall return to The Endowment any grant funds under the following conditions:
1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.
- The schedule of due dates for such written reports is:
- 1st interim report: December 31, 2013;
- 2nd interim report: August 31, 2014; and
- Final Report: April 30, 2015.
- E. Budget Variance and Grant Outcomes. Except as otherwise provided in this Section, Grantee's expenditure of grant funds must be made substantially in accordance with the grant budget attached hereto ("Grant Budget"). Grantee's expenditure of grant funds may vary from the Grant Budget, provided that (1) Grantee's Board of Directors or its designee has determined that the specific charitable purpose(s) of the grant can be accomplished more effectively or efficiently by modifying the allocation of grant funds; (2) despite such modification, Grantee shall remain able and obligated to accomplish the specific charitable purpose(s) and outcome(s) specified in Sections II and III, respectively,

of this Agreement; and (3) no variance is permitted of the following line items without the prior written approval of The Endowment: benefits; indirect costs; subcontracts; or capital and equipment.

- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- H. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- I. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- J. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- K. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- L. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- M. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- N. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.

- O. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- P. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- Q. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- R. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- S. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- T. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- U. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- V. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

VII. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement or any other grant agreement between The Endowment and Grantee.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

“THE ENDOWMENT”

“GRANTEE”

THE CALIFORNIA ENDOWMENT, a
California nonprofit public benefit
corporation.

CITY OF LONG BEACH

By: [Signature]
Name: B. Kathryn Med
Title: EVP & COO
Date: 3/26/13

By: [Signature] **Assistant City Manager**
Name: Patrick H. West
Title: City Manager
Date: 3-26-13

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

3/25, 2013
ROBERT E. SHANNON, City Attorney

By [Signature]
LINDA T. VU
DEPUTY CITY ATTORNEY

WORK PLAN

File Number 20122656

City of Long Beach Department of Health and Human Services

Title/Purpose: Long Beach Health Access Collaborative: To convene the “Long Beach Health Access Collaborative” in order to ensure optimal community-wide outreach and education on the Affordable Care Act.

Objective/Activities	Outcomes and Indicators	Timeline
<ol style="list-style-type: none"> 1. Assemble traditional partners (former members of the LBDHHS Medi-Cal/Healthy Families Outreach Collaborative); educate them on the purpose of project and the target population we are reaching out to; present data to them on the uninsured population in Long Beach; and brainstorm on development of a list of potential new partners. 2. On an ongoing basis, contact potential new collaborative members, including community residents who are representative of the populations likely to be uninsured and newly eligible, and application assisters – especially those who are unaffiliated with community agencies, to educate them on the development of the new collaborative and invite them to participate. 3. Identify a subset of collaborative members, including residents, who will comprise the core collaborative “steering committee”. 4. Convene bimonthly meetings of the full collaborative membership to address issues related to improving health care access. 	<p>Ensure effective outreach to all populations eligible for coverage through the ACA through identifying and convening key community partners, as indicated by: assessment and identification of who the target population is in order to effectively plan for outreach; development of a list of at least 10 community group members and residents to invite as collaborative members; development of a steering committee; and convening of bimonthly meetings of the collaborative.</p>	<ol style="list-style-type: none"> 1.1 Month one 1.2 Months two to three 1.3 Month three and beyond 1.4 Month four and beyond
<ol style="list-style-type: none"> 1. Work with TCE Program Manager to identify core ACA message materials available from state and national resources and adapt for local usage. 2. Work with collaborative members to assess language and cultural competency needs in LB and identify trainings and partners to help to ensure that all populations in LB receive culturally and linguistically appropriate outreach. 3. Develop an outreach plan that identifies specific roles and targets for collaborative members. 	<p>Effectively disseminate ACA information to the target population, as indicated by creation of 2 types of materials (consumer and professional) in 3 languages (English, Spanish, Khmer), to be made available in hard copy and on a collaborative-specific website; outreach at 10 events per year; and development of at least one proposal for additional funding sources.</p> <p>Conduct on large community education forum per year to promote services and</p>	<ol style="list-style-type: none"> 2.1 Month six and beyond 2.2 Month six and beyond 2.3 Month four and beyond 2.4 Month four and beyond 2.5 Month one

<p>4. Track developments in ACA and revise plan accordingly.</p> <p>5. Identify outreach and education opportunities that collaborative members can participate in.</p> <p>6. Leverage the collaborative partnership in order to access ongoing sources of funding to sustain the collaborative activities.</p> <p>7. Seek additional sources of funding in order to fund and expand collaborative partner activities.</p> <p>8. Develop a reporting mechanism to track collaborative partner activities.</p>	<p>information available through the collaborative and educate the public on the ACA.</p>	<p>and beyond</p> <p>2.6 Ongoing</p> <p>2.7 Ongoing</p> <p>2.8 Month four and beyond</p>
<p>1. Promote enrollment into Healthy Way LA to assure streamlined transition of the newly eligible population into ACA.</p> <p>2. Promote enrollment and retention assistance into the current health programs – such as Medi-Cal, Healthy Families, Healthy Kids, Kaiser Child Health Plan, AIM, California Kids, HWLA, PCIP and CHDP – and the concept of “medical/health home”.</p> <p>3. Continue to participate in countywide and regional discussions, as well as state level discussions as appropriate, regarding the rollout of ACA.</p> <p>4. Assure all collaborative members are trained on the currently available programs.</p> <p>5. Identify current enrollment entities and facilitate capacity building activities to assure adequate enrollment workforce.</p> <p>6. Provide health resources to the residual population (individuals not eligible for the Medi-Cal expansion and ACA).</p>	<p>Promote enrollment and retention efforts to populations eligible for current health care programs, as evidenced by: development of HWLA outreach materials specific to Long Beach; development of a City-wide list of enrollment entities; training provided to at least 10 local organizations; and ensure that all endorsed enrollment entities adhere to the Standards and Guidelines for Outreach, Enrollment, Retention and Utilization developed by the LA Access to Health Coalition and The California Endowment.</p>	<p>3.1 Month four and beyond</p> <p>3.2 Month four and beyond</p> <p>3.3 Month four and beyond</p> <p>3.4 Month four and beyond</p> <p>3.5 Month four and beyond</p>
<p>1. Facilitate communication/partnerships with stakeholders to provide systematic barrier resolutions.</p> <p>2. Develop systemic solutions to the barriers.</p> <p>3. Dedicate a portion of the collaborative meeting time for barrier resolution.</p> <p>4. Address barriers and solutions, including advocacy, for health care resources for the residual population including but not limited to undocumented individuals.</p> <p>5. Advocate for access to prevention-oriented services in accessible locations such as school-based clinics.</p>	<p>Utilize the collaborative to identify barriers related to accessing health care, as evidenced by: collaborative members from local health providers, Health Management Organizations, Health Care Options, DPSS and other agencies that may provide barrier solutions and development of a culturally competent Fact Sheet on identified barriers.</p>	<p>4.1 Month three and beyond</p> <p>4.2 Month three and beyond</p>

<p>Continued collaboration between the Health Department and Long Beach BHC site, as evidenced by: ongoing involvement of DHHS in partnership activities that support the BHC plan, as appropriate, as evidenced by attending quarterly hub meetings, grantee meetings, and workgroup meetings.</p>	<p>Year 1 & 2</p>
<ol style="list-style-type: none"> 1. Appropriate DHHS staff participates in the Long Beach Building Healthy Communities Hub by attending and bringing youth and adult residents to the quarterly hub meetings. 2. DHHS staff participates in Long Beach BHC grantee meetings (3-4 per year). 3. DHHS staff collaborate to further the objectives of BHC by participating in the Steering Committee and workgroups, as appropriate. 4. DHHS staff adhere to the requirements of the LB grantee expectations document at all times. 	

Payment Form

The California Endowment issues electronic payments via an ACH credit directly to your bank account. In order to process your payment, please enter your Bank Name, Bank Routing Number and Bank Account Number in the fields below.

Please note that fees of \$.10-\$.20 cents may be imposed by your bank for each ACH transaction. Please refer to your bank representative for details.

If you prefer not to receive payment electronically, please enter "N/A" in the fields, and The Endowment will issue a paper check that will be mailed via US post.

Grantee Organization Name	City of Long Beach
Project Title and File Number	Department of Health and Human Services - Long Beach Health Access Collaborative (20122656)
Grantee Organization Address	2525 Grand Avenue Long Beach, CA 90815
Payee Organization Name	City of Long Beach
Bank Name	NA
Bank Routing Number	NA
Bank Account Number	NA
Confirm Bank Account Number	NA

By signing this form, I confirm that the above bank information is accurate and that I authorize The California Endowment to issue an ACH credit to the above named account:

Signed by:

Title:

Monitoring Form

City of Long Beach

2525 Grand Avenue

Long Beach, CA 90815

Project Title and File Number: Department of Health and Human Services - Long Beach Health Access Collaborative (20122656)

The California Endowment uses online submission of monitoring reports for grantees. Upon receipt of this completed form and your signed Grant Agreement, we will establish an online account for you. Only one accountholder per grant is allowed. Thereafter, you will be able to log into that account, establish a permanent password, view reporting requirements and submit reports.

Should you have any questions, please contact tcegrantreports@calendow.org

Reporting Contact – person responsible for submitting reports

Name: Anthony Ly

Title: Medi-Cal Outreach & Healthy Families Program Coordinator

Phone number: (562) 570-7975

Fax number: (562) 570-8122

Email address: Anthony.Ly@longbeach.gov

Organization website: www.longbeach.gov/health