



34704

AWARD AGREEMENT

AGREEMENT NUMBER: 00502

PAYMENT TYPE: Fixed Price

PERIOD OF PERFORMANCE: June 1, 2017 through December 31, 2018

TOTAL AMOUNT: Fixed Price of \$40,000

PRIME AWARD RECITALS

PRIME AWARD FUNDING AGENCY: Blue Shield of California Foundation Board of Trustees and The California Endowment

PRIME AWARD NUMBER: P-1610-10326 (Blue Shield) and 20172211 (TCE)

PHI's PROGRAM NAME: California Accountable Communities for Health (CACHI)

RECIPIENT INFORMATION

CITY OF LONG BEACH, DEPARTMENT OF HEALTH & HUMAN SERVICES
333 West Ocean Blvd.
Long Beach, CA 90802
Tel: 562-570-4000

AUTHORIZED REPRESENTATIVE
Patrick H. West, City Manager
Email: patrick.west@longbeach.gov
Tel: 562-570-6916

PRIME RECIPIENT INFORMATION

PUBLIC HEALTH INSTITUTE
555 12th Street, 10th Floor
Oakland, CA, USA 94607
Tel: 510-285-5500

AUTHORIZED REPRESENTATIVE
Audrey Seger Sprain, Director of Operations
Email: asegersprain@phi.org
Tel: 510-410-2383

PROGRAM REPRESENTATIVE
Sue Grinnell, Director
Email: Sue.Grinnell@phi.org
Tel: 510-285-5574

ADMINISTRATIVE REPRESENTATIVE
Kimberlee Yates, Grants and Contracts Specialist II
Email: kyates@phi.org
Tel: 916-285-1228

The Public Health Institute (PHI) hereby enters into this award as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and City of Long Beach is hereafter referred to as "Recipient." The Recipient agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Award.

Signature block for City of Long Beach and Public Health Institute, including names, titles, and dates.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

CHARLES PARKIN, City Attorney
By Linda T. Vu, Deputy City Attorney

**AWARD OF FINANCIAL ASSISTANCE AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
CITY OF LONG BEACH**

1. **PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Award is expected to start and end as follows unless amended by both parties:
  - Start Date: June 1, 2017
  - End Date: December 31, 2018
2. **PURPOSE OF AWARD:** Recipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives).
3. **TOTAL AMOUNT:** The maximum amount payable under this Award is for the fixed price amount of \$40,000 to be paid in accordance with Exhibit B (Payment Schedule).
4. **PAYMENT:** Recipient will invoice PHI for services rendered in accordance with the terms outlined in Exhibit B (Payment Schedule). Any funds not expended in accordance with the terms of this Award must be returned to PHI within thirty (30) days following the end of the period of performance. Invoices should be sent to Christina Lane, Administrative Coordinator, at christina.lane@phi.org.
5. **RECORDS RETENTION:** Recipient will preserve and retain all of its financial records supporting documentation and all other records, documents, papers and other materials pertinent to this agreement for three years from the date of final payment.
6. **AUDIT FILING COMPLIANCE:** Recipient will comply with the audit requirements, if applicable, including providing a copy of its audit documents to PHI if required.
7. **USE OF MATERIALS:** PHI shall have the right to use, reproduce, and authorize others to use and reproduce, any materials produced pursuant to this Award.
8. **ACKNOWLEDGMENT:** Recipient will acknowledge this financial support as follows: "Funding is provided by the California Accountable Communities for Health (CACHI), a program of the Public Health Institute, through funding from Blue Shield of California Foundation Board of Trustees and The California Endowment."
9. **INDEPENDENT CONTRACTOR:** Recipient is an independent contractor, not an employee of PHI or the Funding Agency, if applicable. Recipient agrees that it is ineligible for PHI employee benefits and agrees to be exclusively responsible for income tax payments, social security, unemployment insurance, worker's compensation insurance, etc.
10. **CONFIDENTIALITY:** Recipient agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI,

confidential or proprietary information or materials disclosed to Recipient by PHI in the course of providing services under this Award. All PHI confidential information will be clearly marked "Confidential" and will be sent to Recipient's Authorized Representative.

11. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents. Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
12. **LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
13. **INSURANCE AND LICENSES:** Recipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by applicable law.
14. **AUTHORIZATION:** Recipient represents and warrants that s/he is fully authorized and empowered to enter into this agreement and that the performance of his or her obligations under this agreement will not violate any agreement between Recipient and any other person, firm or organization.
15. **EXCUSABLE DELAY:** If Recipient is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Award will be extended for a period equivalent to the delay.
16. **INTERFERING CONDITIONS:** Recipient agrees to promptly notify PHI of any condition that might interfere with this Award. Notification will not relieve Recipient of any responsibilities hereunder.
17. **DEBARMENT CERTIFICATION:** Recipient certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov). Recipient will incorporate the requirements of this section in all non-exempt lower tier transactions.
18. **WHISTLEBLOWER:** Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Recipient is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Award. Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) requires that (a) this Award and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Recipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. (c) The Recipient will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **COMPLIANCE WITH LAW:** Recipient agrees to comply with all relevant state and federal statutes and regulations.
20. **GOVERNING LAW:** The validity, construction, and effect of this Award will be governed by the laws of the United States of America and the State of California.
21. **SEVERABILITY:** If any provision of this Award is held in conflict with law, the validity of the remaining provisions will not be affected.
22. **TERMINATION:** PHI or Recipient may terminate this Award agreement without cause upon thirty (30) days written notice to the other party.
23. **NON-ASSIGNMENT:** This Award is not assignable by Recipient without the prior written consent of PHI.
24. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Award will not extinguish any previously-accrued rights or obligations of the parties.
25. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Recipient's Authorized Representative named on the cover page of this agreement.
26. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

**EXHIBIT A  
STATEMENT OF OBJECTIVES**

**CACHI Accelerator Site Scope of Work  
June 1, 2017 – December 31, 2018**

Project Description: Implement activities to increase the readiness of a designated population in California, as it relates to the California Accountable Communities for Health (CACHI) definitional elements of an Accountable Community for Health (ACH).

Activities	Due Date	Deliverable
1. Identify a minimum of one (can be up to two) lead staff to serve as point of contact and lead site facilitator to support the ACH core team and membership in their progression of the CACHI definitional elements.	Complete	Name(s) submitted
2. Provide a list of organizations or initiatives that are providing technical assistance to your ACH site	Complete	TA Forms submitted
3. Participate in Kick off Webinar	7/13/17	Webinar registration
4. Identify a core leadership team (subset of the larger ACH membership) to participate in the 18 month initiative - <i>The core leadership team is a smaller group who will participate in the initiative and represent the larger membership</i>	8/1/17	Team members identified
5. Develop a work plan to detail actions to achieve readiness (template to be provided)  Work plan to include: <ul style="list-style-type: none"> <li>• Identify a minimum of 2 CACHI definitional elements to focus during the 18 month initiative</li> <li>• Select a geographic area of focus. Population size should be no larger than 200,000 residents</li> <li>• Select an identified focus area health need, chronic condition, or set of related conditions and or community conditions to focus the ACH efforts on for the geographic area</li> </ul>	8/1/17	Work Plan template completed
6. Participate in Accelerator site convening (Send a minimum of 2 CACHI site members)	10/3/17	Attendance at the convening
7. Participate in regular coaching calls	Ongoing	Notes from calls
8. Participate in webinars as relevant to site needs	Ongoing	Webinar registration
9. Participate in 2 <sup>nd</sup> Accelerator site convening	TBD	Attendance at the convening

**CACHI Work Plan  
June 1, 2017 – December 31, 2018**

Directions: Below is an outline of activities that support the work your Accelerator site will incorporate to serve as a baseline to reaching increased readiness to operate as an ACH. Please complete the response areas and submit this Work Plan to Sue Grinnell at [Sue.Grinnell@phi.org](mailto:Sue.Grinnell@phi.org) by **September 1, 2017**.

Things to consider:

- The ten participating Accelerator sites are in varying stages of readiness of an ACH structure.
- We recognize that some of this information below has been provided before.
  - For some sites there may have been changes from your original CACHI application in the items below.
  - For some sites, there have been changes, since PHI began the outreach process with the sites, to participate in the ACH Accelerator Project.
  - For some sites, your focus has remained the same.
  - For some sites, some of these items have not been clarified.
- Review your site summary and capacity assessment to inform the selection of your definitional elements that your ACH will work on through this project period.
- We recognize that the information provided in this work plan, may change as your perspectives broaden. That's okay.

**Accelerator Site Name:**

Activity
1. Geographic area served:
2. Identified focus area: (Health need, chronic condition, or set of related conditions.)
3. Definitional elements your ACH will focus: (Minimum of 2)
4. Design Challenge: (More information to follow.)
5. Core Leadership Team composition:
6. Brief Plan of Action to implement ACH readiness: (This may include high level steps to achieve your goals)

**EXHIBIT B  
PAYMENT SCHEDULE**

The Recipient will be paid the total fixed price amount of \$40,000 as follows:

<b>No.</b>	<b>Deliverable/Milestone</b>	<b>Estimated Date</b>	<b>Amount</b>
<b>1</b>	1st payment of \$20k upon signing of contract and Approved Invoice	June 2017	\$20,000
<b>2</b>	2nd payment of \$20k as continued participation in the project and Approved Invoice	January 31, 2018	\$20,000
<b>Total Fixed Price Amount</b>			<b>\$40,000</b>

**CACHI Award Budget (For Reference Only)  
June 1, 2017 – December 31, 2018**

Site Name: City of Long Beach

<b>Budget Item</b>	<b>Cost</b>
Operating Costs:	\$40,000.00
<b>Total Budget</b>	<b>\$40,000.00</b>

Budget Narrative: Operating costs include activities that support the increased readiness related to the California Accountable Communities for Health (CACHI) definitional elements of an Accountable Community for Health (ACH). Activities may include but are not exclusive to paying for staffing, meeting facilitation, consultants, travel, continuing education, and/or other expenses as deemed necessary by the lead agency to meet the goals of the funders.